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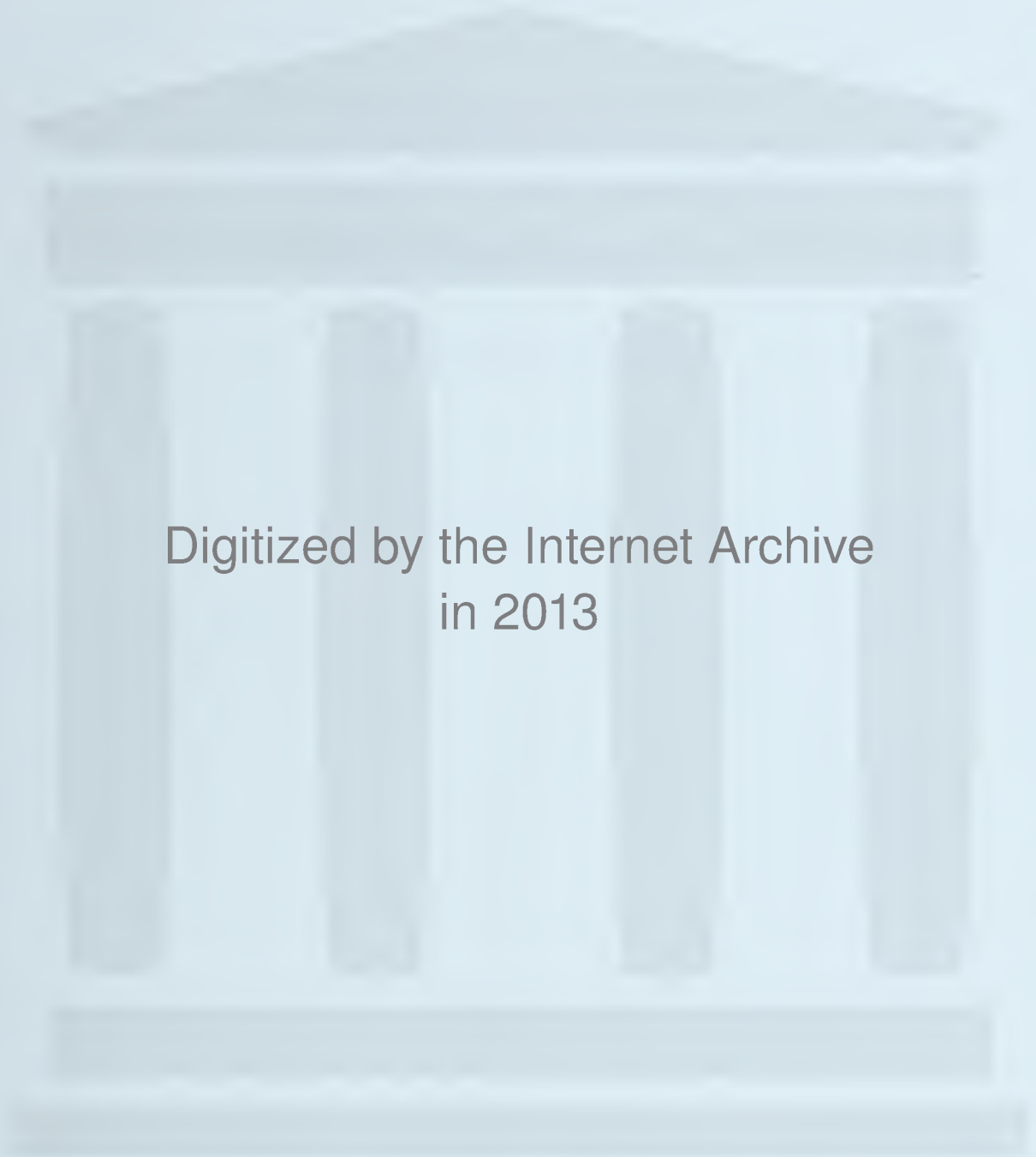

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SAN FRANCISCO
HOUSING AUTHORITY COMMISSION

AGENDAS AND MINUTES

JAN. – MAR. 1998

Many of the Minutes, and some of the Agendas, of these meetings are missing.

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SAN FRANCISCO HOUSING AUTHORITY

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1/7/98
special

December 31, 1997

NOTICE AND AGENDA

A Special Meeting of the Commission of the Housing Authority of the City and County of San Francisco will be held on Wednesday, January 7, 1998 at 9:00 AM at 1815 Egbert Avenue, San Francisco, California 94124.

The Agenda for this Meeting shall include two items:

1) Closed session Conference with Legal Counsel-Existing Litigations per Government Code Section 54956.9(a) et seq.

2) Closed session Conference with Legal Counsel-to discuss and take action upon personnel issues per Government Code Section 54957 et seq.

Joy H. Conde
Acting Office Manager

4 49383 SFPL: ECONO JRS
75 SFPL 06/06/03 65

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JANUARY 8,M 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

SF
H65
#1
1/8/98

NOTICE and AGENDA
January 8, 1998

1. ROLL CALL:

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES

December 11, 1997

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

Commendation for Mr. Morris Richardson

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. UNFINISHED BUSINESS:

10. CONSIDERATION OF AGENDA ITEMS:

(D) Resolution To Recognize And Acknowledge The Contributions Of Mr. Yoritada Wada, Social Activist And Community Advocate For Over 40 Years

(E) Resolution Approving The Low Income Operating Budget For The Period Ending October 1, 1997 To September 30, 1998 Covering Low Income Developments Under Contract SF-255

11. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

12. EXECUTIVE SESSION

13. PUBLIC COMMENTS ON NON-AGENDA ITEMS

14. ADJOURNMENT

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

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COMMENDING
MR. MORRIS RICHARDSON
ON THE OCCASION OF HIS RETIREMENT
****

WHEREAS, Mr. Richardson was hired on July 6, 1971 as a Property Manager with this Authority; and

WHEREAS, Mr. Richardson retired on September 16, 1996 as District Manager after 25 years of service; and

WHEREAS, Mr. Richardson worked tirelessly to improve the coordination of services to residents and initiated many innovative programs that have resulted in improved quality of life environments for all residents; and

WHEREAS, Morris Richardson has earned the abiding respect and affection of the Commission and staff of this Authority for his loyalty to the principles of public service; and
WHEREAS, this Commission congratulates Mr. Richardson on the occasion of his retirement and extends its best wishes for every happiness:

NOW, THEREFORE BE IT RESOLVED THAT THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO DEEMS IT PROPER AND FITTING THAT IT HEREBY EXTENDS TO MR. MORRIS RICHARDSON ITS DEEPEST APPRECIATION FOR THESE VALUED SERVICES.

Sululagi Palega
Commission President

Ronnie Davis
Executive Director

DATED: January 8, 1998

SAN FRANCISCO HOUSING AUTHORITY

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DATE: January 2, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Suhulagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Reverend Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION TO RECOGNIZE AND ACKNOWLEDGE THE CONTRIBUTIONS OF MR. YORITADA WADA, SOCIAL ACTIVIST AND COMMUNITY ADVOCATE FOR OVER 40 YEARS.**

This resolution will serve to notify the community of the Commission and the Commissioners' gratitude and respect for Mr. Yoritada Wada. Mr. Wada's service to the community will be remembered for many years to come. We mourn his passing.

Material prepared by Sterrett Brandt, Esq.

RESOLUTION NO. _____
DATE ADOPTED: _____

RESOLUTION TO RECOGNIZE AND ACKNOWLEDGE THE CONTRIBUTIONS OF MR. YORITADA WADA, SOCIAL ACTIVIST AND COMMUNITY ADVOCATE FOR OVER 40 YEARS.

WHEREAS, Mr. Wade was born in 1916 and was a resident of San Francisco for over forty years.

WHEREAS, Mr. Wada worked tirelessly on behalf of the unseen lower classes for most of his adult life, working for the Western Addition Y.M.C.A., the African American Youths of the Western Addition and the Japanese Asian Communities.

WHEREAS, Mr. Wada assisted many public housing tenants to improve their lives, treating them and all other individuals with the respect and honor due them as San Francisco residents.

WHEREAS, Mr. Wada appreciated beauty and looked for the best in each and every person he met, and therefore, earning respect and admiration for his work.

WHEREAS, Mr. Wada passed away on November 11, 1997: and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO: THAT

1. We wish to honor Mr. Yoritada Wada for his work on behalf of the less fortunate of the City of San Francisco, and,

2. We wish to thank him for his tireless dedication to improving the condition of all residents of this city, and,

3. This resolution become effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph Hamblin 12-30-97

Joseph Hamblin, Date
General Counsel

SAN FRANCISCO HOUSING AUTHORITY

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DATE: December 29, 1997

TO: SAN FRANCISCO HOUSING COMMISSION

Mr. Sululagi Palega - President
Ms. Paula Kitses - Vice-President
Ms. Lee Alfred - Commissioner
Ms. Shirley Byrd - Commissioner
Rev. Norman Fong - Commissioner
Ms. Marisa Moret - Commissioner
Mr. Richard Ford - Commissioner

FROM: Ronnie Davis - Executive Director

SUBJECT: **RESOLUTION APPROVING THE LOW INCOME OPERATING BUDGET FOR THE PERIOD ENDING OCTOBER 1, 1997 TO SEPTEMBER 30. 1998 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255**

The attached resolution is submitted for your review and adoption. It approves the San Francisco Housing Authority's Low Income Operating Program Budget for the period October 1, 1997 to September 30. 1998. The budget as submitted is balance and incorporates the reorganization of the Authority.

I urge your approval of this resolution.

RESOLUTION NO. _____
DATE ADOPTED: _____

RESOLUTION APPROVING THE LOW INCOME OPERATING BUDGET FOR THE PERIOD OCTOBER 1, 1997 TO SEPTEMBER 30, 1998 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

WHEREAS, there is attached hereto and marked Exhibit "A," the Budget in summary form for the Low Income Housing Program Operating Budget for the period of October 1, 1997 through September 30, 1998; and

WHEREAS, the Commission has reviewed the aforementioned budget and determines that the proposed expenditures are necessary in the efficient and economical operation of the Housing Authority for the purpose of serving low income families and the financial plan is reasonable in that it indicates a source of funding adequate to cover all proposed expenditures and that it does not provide for federal funding in excess of that payable under the provisions of the current Performance Funding System regulations and that all proposed rental charges and expenditures will be consistent with provisions of law and Annual Contributions Contract: and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the requirements for the reexamination of family income and composition under 24 CFR 960.209, 990.115, and 905.315; and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the wage rate requirements under 24 CFR 968.110(e) and (f) or 24 CFR 905.120(c) and (d); and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the requirement for access to records and audits under 24 CFR 968.110(i) or 24 CFR 905.120(g); and

WHEREAS, the San Francisco Housing Authority certifies that no PHA employee reflected in this budget serving in a variety of positions will exceed 100 percent allocation of his/her time; and

WHEREAS, the Authority has conducted a review of its working capital needs and believes that the PHA will have sufficient operating reserves to meet the working capital needs of its developments; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. That the budget marked Exhibit "A" attached hereto is hereby approved for submission to HUD Area Office.

2. This Determination and Order shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin

Joseph M. Hamblin
Acting General Counsel

12-30-97
Date

Materials Prepared by Herb Lum - Finance Department

Exhibit "A"

OPERATING BUDGET

U. S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0026 (exp. 10/31/97)

blic reporting burden for this collection of information is estimated to average 116 hours of response, including the time for reviewing instructions, search existing data
urces, gathering and maintaining the data needed, an completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of Information, including sugestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U. S. Department 20503. Do not send this completed form to either of the above addresses.

a. Type of Submission:	b. Fiscal Year Ending	C. No of Months (check one)	TYPE OF HUD-ASSISTED PROJECT(S):
☐ ORIGINAL ☐ REVISION NO.	30-Sep-98	☐ 12 mo. ☐ Other (specify)	01 ☐ LHA - Owned Rental Housing
e. Name of Public Housing Agency / Indian Housing Authority (PHA/IHA)			02 ☐ LHA - Leased Housing-Section 23 or 10(c)
SAN FRANCISCO HOUSING AUTHORITY			03 ☐ LHA - Owned - Homeownership
f. Address (City, State, zip code)			04 ☐ LHA - Leased - Homeownership
440 TURK STREET, SAN FRANCISCO, CA 94102			05 ☐ LHA - Conveyed Project - Administration Contract

g. ACC Number	h. PAS/LOCCS Project No.	j. HUD Field Office
SF-255	CA00100197S	SAN FRANCISCO

j. No. of Dwelling Units	k. No. of Units Months Available	m. No of Projects
5,979	70,899	43

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal 1995 PUM (2)	☐ Estimates ☐ or Actuals Current Budget 1996 PUM (3)	Requested Budget Estimate: PHA/IHA Estimates PUM (4)	PHA/IHA Estimates AMOUNT (To Nearest $10) (5)	HUD Modifications PUM (6)	HUD Modifications AMOUNT (To Nearest $10) (7)
		Homebuyers Monthly Payments For:						
010	7710	Operating Expenses						
020	7712	Earned Home Payments Account						
030	7714	Nonroutine Maintenance Reserve						
040	Total	Break-Even Amount (Sum of Lines 001, 002, & 003)	0.00	0.00		0		
050	7716	Excess (or Deficit) in Break-Even Amount						
060	7790	Homebuyers Monthly Payments (Contra)						
		OPERATING RECEIPTS:						
70	3110	Dwelling Rentals	191.62	188.31	191.90	13,605,460		
0	3120	Excess Utilities						
090	3190	Nondwelling Rentals	0.21	0.24	0.24	16,850		
100	Total	Rental Income	191.83	188.55	192.14	13,622,310		
110	3610	Interest on General Fund Investments	0.70	0.09	0.87	61,920		
120	3690	Other Operating Receipts	0.43	1.83	1.58	111,890		
130	Total	OPERATING RECEIPTS EXCLUDING HUD CONTRIB.	192.96	190.47	194.59	13,796,120		
		OPERATING EXPENDITURES - ADMINISTRATION						
140	4110	Salaries	66.47	63.66	87.76	6,222,400		
150	4130	Legal expense	7.44	14.48	12.15	861,590		
160	4140	Staff Training	0.51	0.17	0.82	58,310		
170	4150	Travel	0.60	0.25	0.61	42,980		
180	4170	Acccounting Fees	0.00	0.00	0.00	0		
190	4171	Auditing Fees	0.66	0.74	1.01	71,400		
200	4190	Other Administrative Expenses	13.43	13.60	19.63	1,391,950		
210	Total	Administration Expenses	89.11	92.90	121.99	8,648,630		
		TENANT SERVICES:						
220	4210	Salaries	1.69	2.79	4.18	296,590		
230	4220	Recreation, Publications and Other Services	0.15	0.00	0.31	22,000		
240	4230	Contract Costs - Training and Other	1.79	1.38	2.82	199,730		
250	Total	Tenant Services Expenses	3.63	4.17	7.31	518,320		
		UTILITIES:						
260	4310	Water	14.44	15.17	17.27	1,224,560		
270	4320	Electricity	37.62	40.97	45.13	3,199,750		
280	4330	Gas	30.74	27.44	29.58	2,097,350		
290	4340	Fuel	0.93	0.87	1.24	87,570		
300	4350	Labor	0.00	0.00	0.00	0		
310	4390	Utilities	39.07	41.98	44.41	3,148,860		
320	Total	Utilities Expenses	122.80	126.43	137.63	9,758,090		

Name of PHA/IHA: SAN FRANCISCO HOUSING AUTHORITY				Fiscal Year Ending: 30-Sep-98				
			Actuals	☐ Estimates	Requested Budget Estimate			
			Last Fiscal	☐ or Actuals	PHA/IHA Estimates		HUD Modifications	
	Acct.		1996	Current Budget		AMOUNT		AMOUNT
3.	No.	Description	PUM	1997 PUM	PUM	(To Nearest $10)	PUM	(To Nearest $10)
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
ORDINARY MAINTENANCE AND OPERATION:								
330	4410	Labor	106.51	103.31	123.22	8,735,840		
340	4420	Materials	22.12	22.06	21.31	1,510,560		
350	4430	Contract Costs	32.76	39.66	38.58	2,734,940		
360	Total	Ordinary Maintenance and Operation Expenses	161.39	165.03	183.10	12,981,340		
PROTECTIVE SERVICES:								
370	4460	Labor	8.27	0.22	0.00	24,710		
380	4470	Materials	0.02	0.06	0.04	2,500		
390	4480	Contract Costs	10.46	21.30	11.28	800,000		
400	Total	Total Protective Services Expenses	11.03	21.58	11.67	827,210		
GENERAL EXPENSES:								
410	4510	Insurance	20.10	29.40	32.45	2,301,000		
420	4520	Payments in Lieu of Taxes	6.91	0.00	0.00	0		
430	4530	Terminal Leave Payments	0.00	0.00	0.00	0		
440	4540	Employee Benefit Contributions	62.65	59.11	78.37	5,556,160		
450	4550	Collection Losses	5.34	5.51	5.76	408,160		
460	4560	Other General Expenses	1.04	2.16	2.37	168,000		
470	Total	General Expenses	96.04	96.18	118.95	8,433,320		
480	Total	ROUTINE EXPENSES	484.00	506.29	580.64	41,166,910		
RENTS TO OWNERS OF LEASED DWELLINGS								
490	4710	Rent to Owners of Leased Dwellings	0.00	0.00	0.00	0		
500	Total	OPERATING EXPENSES (sum of lines 480 & 490)	484.00	506.29	580.64	41,166,910		
NONROUTINE EXPENDITURES:								
510	4610	Extraordinary Maintenance	0.26	0.00	0.00	0		
0	4620	Other Non-Routine	4.53	5.05	1.90	135,000		
520	7520	Replacement of Equipment	0.83	0.00	0.00	0		
530	7540	Betterments and Additions	2.61	1.81	0.00	0		
540	Total	TOTAL NONROUTINE EXPENDITURES	8.23	6.86	1.90	135,000		
500	Total	OPERATING EXPENSES (sum of lines 500 & 540)	492.23	513.15	582.55	41,301,910		
PRIOR YEAR ADJUSTMENTS:								
560	6010	Prior Year Adjustments	0.00	-49.86	0.00	0		
OTHER EXPENDITURES:								
570		Deficiency in Residual Receipts at End of Preceding Fiscal Yr.		0	0.00	0		
580	Total	Operating Expenditures, including prior year adjustments and other expenditures (line 550 plus line 570)	492.23	463.29	582.55	41,301,910		
590		RESIDUAL RECEIPTS (OR DEFICIT) BEFORE OTHER HUD CONTRIBUTIONS AND PROVISION FOR OPERATING RESERVE:	-299.27	-272.82	-387.96	-27,505,790		
HUD CONTRIBUTIONS:								
600	8010	Basic Annual Contribution Earned - Leased Project Curr. Yr.						
610	8011	Prior Year Adjustments - (Debit) Credit						
620	Total	Basic Annual Contribution (line 600 plus or minus line 610)						
630	8020	Contribution Earned - Operating Subsidy - Cur Yr.	303.96	306.02	346.19	24,544,541		
640		Mandatory PFS Adjustments (net): 1997 CGP Transfer	9.55	22.09	22.37	1,586,115		
650		Other (specifiy): Estimated 1997 Transitional Funding			40.41	2,865,163		
660		Other (specify): PFS 5% Holdback			-17.26	-1,223,679		
670		Total Year-end Adjustments/Other (640 thru 660)	-12.54	0.00	45.52	3,227,599		
680	8020	Total Operating Subsidy-current year (line 630 thru 670)			391.71	27,772,140		
690	Total	HUD Contribution (sum of lines 620 and 680)	300.97	328.11	391.71	27,772,140		
700		Residual Receipts (or Deficit) before Reserve Enter here and on line 810	1.70	55.29	3.76	266,350		

SF
H65
#3
1/8/98

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WAS HELD ON THURSDAY, JANUARY 8, 1998 AT 2:05 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

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1. **ROLL CALL:**

Roll Call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner — *Arrived 2:30 p.m.*
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

ALSO PRESENT:

Mr. Ronnie Davis, Executive Director
Mr. Joseph M. Hamblin, Legal Counsel

ABSENT: *Richard Ford, Commissioner*

2. **APPROVAL OF AGENDA:**

Commissioner Norman Fong moved to approve the agenda. Commissioner Paula Kitses seconded. **UNANIMOUSLY APPROVED**

3. **APPROVAL OF MINUTES:**

December 11, 1997

Commissioner Kitses moved to approve the minutes of the December 11, 1997 meeting. Commissioner Fong seconded the motion. **UNANIMOUSLY APPROVED**

4. **GENERAL COMMUNICATIONS:**

None

5. REPORT OF SECRETARY:

Mr. Davis reported on the results of the Mayor's meeting in Washington The focus of the meeting was designing public housing emphasizing defensible space, security and the creation of independent patios and gardens for resident families. Afterward, Mr. Davis attended a Hope VI meeting in Washington where they discussed the recipients of new Hope VI grants.

6. COMMITTEE REPORT:

Commissioner Fong reported on the Board of Supervisors housing and neighborhood services sub-committee meeting. He stated that a special hearing regarding Human Rights was needed. He reemphasized the importance of translating the agenda into different languages. The Board of Supervisors would like to coordinate a meeting by or before February 1, 1998 to discuss race-related crime in public housing. Commissioner Palega asked if the committee had been in touch with Mr. Davis. Mr. Davis responded that they had not but he would follow up with them because the issue of hate crimes should not only be limited to public housing, but rather, addressed on a city-wide basis. A committee to represent the Housing Authority was established. Commissioner Norman Fong, Chairperson, Paula Kitses, and Shirley Byrd will serve on this committee.

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

Ms. Rosemary Ozan reported that she had gone to a graduation at San Francisco State and was delighted to see residents of her housing development receive their G.E.D's. She also thanked Commissioner Kitses for the toys that had been donated to children over the holidays.

9. UNFINISHED BUSINESS:

None.

10. CONSIDERATION OF AGENDA ITEMS

D.

RESOLUTION NO. 4635
DATE ADOPTED: 1-08-98

RESOLUTION TO RECOGNIZE AND ACKNOWLEDGE THE CONTRIBUTIONS OF MR. YORITADA WADA, SOCIAL ACTIVIST AND COMMUNITY ADVOCATE FOR OVER 40 YEARS

WHEREAS, Mr. Wada was born in 1916 and was a resident of San Francisco for over forty years; and

WHEREAS, Mr. Wada worked tirelessly on behalf of the unseen lower classes for most of his adult life, working for the Western Addition YMCA, the African American Youths of the Western Addition and the Japanese Asian Communities; and

WHEREAS, Mr. Wada assisted many public housing tenants to improve their lives, treating them and all other individuals with the respect and honor due them as San Francisco residents; and

WHEREAS, Mr. Wada appreciated beauty and looked for the best in each and every person he met, and therefore, earning respect and admiration for his work; and

WHEREAS, Mr. Wada passed away on November 11, 1997; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. We wish to honor Mr. Yoritada Wada for his work on behalf of the less fortunate of the City and County of San Francisco, and

2. We wish to thank him for his tireless dedication to improving the condition of all residents of this city; and

3. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin
Joseph M. Hamblin
Acting Deputy General Counsel

January 30, 1997
Date

DISCUSSION

None.

Commissioner Norman Fong made the motion to accept the resolution and Commissioner Shirley Byrd seconded. **UNANIMOUSLY APPROVED**

(E.) **RESOLUTION NO. 4636**
DATE ADOPTED: 1/08/98

RESOLUTION APPROVING THE LOW INCOME OPERATING BUDGET FOR THE PERIOD ENDING OCTOBER 1, 1997 TO SEPTEMBER 30, 1998 COVERING LOW INCOME DEVELOPMENTS UNDER CONTRACT SF-255

WHEREAS, there is attached hereto and marked Exhibit "A," the Budget in summary form for the Low Income Housing Program Operating Budget for the period of October 1, 1997 through September 30, 1998; and

WHEREAS, the Commission has reviewed the aforementioned budget and determines that the proposed expenditures are necessary in the efficient and economical operation of the Housing Authority for the purpose of serving low income families and the financial plan is reasonable in that it indicates a source of funding adequate to cover all proposed expenditures and that it does not provide for federal funding in excess of that payable under the provisions of the current Performance Funding System regulations and that all proposed rental charges and expenditures will be consistent with provisions of law and Annual Contributions Contract; and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the requirements for the reexamination of family income and composition under 24 CFR 960.209, 990.115, and 905.315; and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the wage rate requirements under 24 CFR 968.110(e) and (f) or 24 CFR 905.120(c) and (d); and

WHEREAS, the San Francisco Housing Authority certifies that it is in compliance with the requirement for access to records and audits under 24 CFR 968.110(i) or 24 CFR 905.120(g); and

WHEREAS, the San Francisco Housing Authority certifies that no PHA employee reflected in this budget serving in a variety of positions will exceed 100 percent allocation of his/her time; and

WHEREAS, the Authority has conducted a review of its working capital needs and believes that the PHA will have sufficient operating reserves to meet the working capital needs of its developments; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. That the budget marked Exhibit "A" attached hereto is hereby approved for submission to HUD Area Office.

2. This Determination and Order shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

_____ _____

Joseph M. Hamblin Date
Acting General Counsel

Materials Prepared by Herb Lum - Finance Department

DISCUSSION

Commissioner Fong wanted to know if welfare reform was addressed in this budget. Mr. Davis stated that there are line items in the budget for tenant services, but there is no appreciation explicitly for welfare reform. Hope VI dollars is what we will be using address issues of welfare reform.

Commissioner Byrd wanted to know if the Office of Community Relations involvement was included in the budget or was it budgeted separately. Mr. Davis answered that certain portions of the funds required to operate the Office of Community Relations budget was derived from this budget, but formally that particular office was funded from a combination of drug grants. Commissioner Fong moved to approve the budget resolution and Commissioner Paula Kitses seconded.

UNANIMOUSLY APPROVED

11. PUBLIC COMMENTS ON AGENDA ITEMS

None

12. EXECUTIVE SESSION

Commissioners broke for Executive Session at 3:30 p.m. and resumed regular meeting at 3:54 p.m.

13. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Clarence Brown spoke regarding Burns Security Service; Essie Smith spoke regarding an election to begin the Tenant Association and the erection of fencing around the senior building; Ms. Rosemary Loober, regarding her eviction; Mr. Joseph Thomas, regarding the ventilation system in his building; Mr. John Johansen, regarding not getting paid by the contractor of housing for work he had completed and Ms. Tho Do, regarding the Vietnams American Coalition. (You may listen to any of the statements).

14. ADJOURNMENT

Commission Fong motioned for adjournment at 3:55 p.m. and Commissioner Moret seconded.

Meeting adjourned at 3:55 p.m.

Ann Davis
Commission Secretary

Patrick O'Donahue
Legal Counsel

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, JANUARY 22, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

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NOTICE and AGENDA
January 22, 1998

1. ROLL CALL:

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES

January 8,, 1998

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. UNFINISHED BUSINESS:

10. CONSIDERATION OF AGENDA ITEMS:

(C) Resolution Authorizing The Executive Director To Amend Contract # 97018 With Zachary Nathan, Architect To Increase Their Fee In The Amount Of $75,000.00 For Architectural Services For The San Francisco Housing Authority Uniform Accessibility Standards (Ufas) And 504 Compliance Program Raising The Contract Amount To $173,000.00.

(D) Resolution Authorizing The Advertisement And Outreach Expenditures For The Opening Of The Section 8 Wait List In An Amount Not To Exceed $35,000.00

(E) Resolution Authorizing The Executive Director To Negotiate And Execute A Contract With Arcus, Architecture + Planning To Provide Architectural Services For The Investigation Phase, Design Phase, Construction Contract/Bidding/Award, Construction Administration (Option), Post Construction Warranty (Option) For Roofing And Waterproofing At Various Sites Including But Not Limited To Cal 1-17a, Hunters Point A; Cal 1-18(3), Hunters View; Cal 1-18(10), Woodside Gardens; Cal 1-20, 3850 18th & Dorland; Cal 1-34, Noe; And Cal 1-33, 275 Thrift In An Amount Not To Exceed $354,000.00

(F) Resolution Authorizing The Executive Director To Negotiate And Execute A Contract With Allana-Lippert, Inc. To Provide Architectural Services For The Investigation Phase, Design Phase, Construction Contract/Bidding/Award, Construction Administration (Option), Post Construction Warranty (Option) For Roofing And Waterproofing Work At Various Sites Including But Not Limited To Cal 1-18(4), Alice Griffith; Cal 1-18(5), Rosa Parks Apts.; Cal 1-18(13), Mission Dolores ; Cal 1-28, 666 Ellis; Cal 1-30a, 462 Duboce; Cal 1-41, 2698 California In An Amount Not To Exceed $482,642.00

(G) Resolution Commending Arelia Raenette Sanders On The Occasion Of Her Retirement

(H) Resolution Authorizing The Executive Director To Negotiate And Execute A Contract With Rosenberg Mcginnis Aia, Inc. To Provide Architectural Services For The Investigation Phase, Design Phase, Construction Contract/Bidding/Award, Construction Administration (Option), Post Construction Warranty (Option) For Roofing And Waterproofing Work At Various Sites Including But Not Be Limited To Cal 1-2, Potrero Terrace; Cal 1-9, Westbrook Apartments; Cal 1-18(1), Jfk Towers; Cal 1-18(6), Ping Yuen North; Cal 1-21, 320/330 Clementina Towers; And Cal 1-23, 1880 Pine In An Amount Not To Exceed $495,686.00

(I) Resolution Approving An Amendment To Add Funding Increment CA001CE9003 In The Amount Of $3,960,296.00 To Section

11. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

12. EXECUTIVE SESSION

Pursuant to Government Code 54957 - personnel

13. PUBLIC COMMENTS ON NON-AGENDA ITEMS

14. ADJOURNMENT

Ann Davis

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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From: Ronnie Davis, Executive Director

Date: January 7, 1998

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND CONTRACT # 97018 WITH ZACHARY NATHAN, ARCHITECT TO INCREASE THEIR FEE IN THE AMOUNT OF $75,000.00 FOR ARCHITECTURAL SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY UNIFORM ACCESSIBILITY STANDARDS (UFAS) AND 504 COMPLIANCE PROGRAM RAISING THE CONTRACT AMOUNT TO $173,000.00.

The Authority is required by the terms of its Court Settlement Agreement and by H.U.D. , to modify units and common spaces for accessibility. Three architectural consultants are under contract to provide design and documentation services for compliance. Contract Amendments in the amount of $75,000 each, were approved by the Authority Commission on September 15, 1997 for two of the architectural firms, Bay Architects Associates and HKIT. We are herewith requesting the same Contract Amendment conditions for the third architectural firm, Zachary Nathan, Architect.

Background:

The San Francisco Housing Authority is under a Court Order to modify 300 apartments along with ancillary common spaces to be fully accessible in compliance with the 1988 Uniform Federal Accessibility Standards (UFAS) H.U.D. also requires Section 504 compliance for common spaces.

From June, 1990 through March, 1997, the Authority modified 83 units for full accessibility. Full accessibility modifications to 137 additional units were required by December, 1997 in addition to 80 fully accessible units planned for the first three HOPE VI developments. Since March, 1997, the Authority has shown significant progress towards compliance, and the date for substantial completion has been extended to June, 1998.

The Authority's attorney, Mr. Gary Lafayette of Lafayette, Kumagai and Clarke, has informed us that if the Authority does not comply, we may be held in Contempt of Court and subject to severe financial penalties. Additionally, if we do not fulfill our obligations, the agency may be subjected to additional litigation and claims for damages by tenants and applicants whose claims may otherwise be barred.

A "Special Master", Mr. Logan Hopper, has been appointed by the Court to oversee the process. Mr.

Hopper had identified the probable locations for the 137 barrier free units in 24 developments. Of these, 39 of the required units are in 6 Family developments and 98 units are in 18 Senior developments.

To expedite the modifications process, Logan Hopper recommended to the Court, that the Authority hire three architectural firms to design and prepare construction documents for the required modifications. The Authority issued an Request for Qualifications, selected three architectural firms, prepared a D&O which was approved, and subsequently signed contracts with the three firms. The three architects awarded Contracts are:

- Bay Architects Associates:
  Contract #97017 in the amount of $98,000.00 was approved on March 13, 1997.
- Hardison, Komatsu, Ivalich and Tucker (HKIT):
  Contract #97016 in the amount of $98,000.00 was approved on March 13, 1997.
- Zachary Nathan, Architect:
  Contract #97018 in the amount of $98,000.00 was approved on March 13, 1997.

Subsequent Contract Amendments were approved by the Commission as follows:

- Bay Architects Associates:
  Contract Amendment increasing the amount to $173,000.00 was approved on September 15, 1997.
- Hardison, Komatsu, Ivalich and Tucker (HKIT):
  Contract Amendment increasing the amount to $173,000.00 was approved on September 15, 1997.

Work Completed:

The Architectural work was started at the end of March. In the past eight months, the following has been accomplished:

Units:

- Construction Documents have been completed for units at 21 Developments.
- 102 of the 137 required units are identified for modifications.
- Construction or preconstruction (abatement) is in progress at 17 developments.
- 25 units are complete and have been offered to disabled residents or those on waitlist.

Common Space:

- Surveys for ADA deficiencies have been completed at sixteen senior buildings.
- Designs for correction of ADA deficiencies have been completed at sixteen senior buildings.
- Construction Documents for ADA Compliance have been completed for nine senior buildings.
- Construction Documents have been prepared for five Entry Ramps.
- Construction for common space accessibility is in progress at eight senior buildings.
- Eight fully accessible restrooms have been constructed at four senior buildings.
- Designs for common space accessibility are being prepared for two family developments.

Work Remaining:

Units:

- Design and construction documents for units in two senior buildings and one family development.

Common Space:

- Design documents for common spaces at three senior buildings.
- Construction documents for common spaces at nine senior buildings.
- Surveys of deficiencies at 20 family developments and plans for their corrections.
- Plans or peer review of plans for accessibility upgrades at common spaces in family developments.
- Site grading plans for accessibility and/or programming for equivalent facilitation at all family developments.

Because this work is very important to the Authority in order to comply with the Court Settlement Agreement and H.U.D. mandates, I recommend adoption of the attached Resolution.

(Materials Prepared by: Mary Bulota Kane and Barbara T. Smith - Housing Development)

RESOLUTION NO._____
DATE ADOPTED :_____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND CONTRACT # 97018 WITH ZACHARY NATHAN, ARCHITECT TO INCREASE THEIR FEE IN THE AMOUNT OF $75,000.00 FOR ARCHITECTURAL SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY UNIFORM ACCESSIBILITY STANDARDS (UFAS) AND 504 COMPLIANCE PROGRAM RAISING THE CONTRACT AMOUNT TO $173,000.00.

WHEREAS, the San Francisco Housing Authority (SFHA) is under a court order to provide 300 fully accessible, barrier-free units in compliance with the Uniform Federal Accessibility Standards, (UFAS 1988 Edition); and

WHEREAS, the Court Appointed Special Master recommended to the Court that the Authority hire three architectural firms in order to expedite compliance; and

WHEREAS, the San Francisco Housing Authority (SFHA) solicited Statements of Qualifications from experienced architects and their consultants for the purpose of providing architectural services for The Uniform Federal Accessibility Standards (UFAS) and 504 Compliance; and

WHEREAS, Statements of Qualifications were received, and reviewed and three firms selected on the basis of qualifications; and

WHEREAS, Contracts were signed with the three selected firms; and

WHEREAS, The firms have worked towards fulfilling UFAS/504 requirements; and

WHEREAS, Additional architectural services are needed to fulfill the Court and HUD's requirements; and

WHEREAS, funding is available through the Comprehensive Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute an amendment to Contract #97019 with the architectural firm of Zachary Nathan, Architect *for the services described above in an amount not-to-exceed $75,000.00.*

2. This Determination and Order shall take effect immediately.

APPROVED AS TO FORM and LEGALITY:

Patrick

Patrick O'Donahue
Legal Counsel

Jan 13 '98
Date

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

AMENDMENT #1

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FORM **AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO** (Owner) and **ZACHARY NATHAN, ARCHITECT** (Architect), **CONTRACT** # 97018 awarded March 13, 1997, for Architectural and Engineering Consulting Services required for the Implementation of the San francisco Housing Authority's Uniform Federal accessibility Standards (UFAS) Compliance Program shall include the following changes, modifications, additions and clarifications as part of the Agreement. All other portions of the Agreement shall remain unchanged.

CONTRACT AMOUNTS: This Amendment increases the Contract Amount and the Contract Amount plus Reimbursable Expense as follows:

Contract Amount	$98,000.00
This Amendment	75,000.00
Revised Contract Amount	$173,000.0

CONTRACT TIME: This Amendment increases the Contract time by one year.

**** END OF AMENDMENT ****

ZACHARY NATHAN, ARCHITECT
818 BRANNAN STREET, SUITE 203
San Francisco, California 94103-4937

_____
Signature

_____
Name, type or print

_____
Title

_____
Date

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO

_____
Ronnie Davis
Executive Director

_____
Date

APPROVED AS TO FORM:

Patricia
Signature

Legal Counsel
Title

Jan 13, 1998
Date

OMB Approval No. 2577-0015 (Exp. 7/31/98)

U. S. Department of Housing
and Urban Development
Office of Public and Indian Housing

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

PROJECT: ARCHITECTURAL SERVICES FOR IMPLEMENTATION OF THE SAN FRANCISCO HOUSING AUTHORITY'S UNIFORM ACCESSIBILITY STANDARD (UFAS) COMPLIANCE PROGRAM

CONTRACT NO.: 97018

AWARD DATE: MARCH 13, 1997

OWNER:

SAN FRANCISCO HOUSING AUTHORITY

DESIGN PROFESSIONAL:

ZACHARY NATHAN, ARCHITECT

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0015), Washington, D.C. 20503. Do not send this completed form to either of the above addresses.

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STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND DESIGN PROFESSIONAL

SECTION I - Description Of The Project And Parties, Payment Terms

DESCRIPTION OF THE PROJECT:

The San Francisco Housing Authority (the "Authority") or Owner is in the process of modifying a total of 300 existing housing units in order to provide fully accessible, barrier-free units in compliance with the 1988 UFAS (1988 Edition) standards. Eighty three (83) unit modifications have been completed to date, approximately eighty (80) are in the planning stage by other consultants and approximately one hundred thirty-seven (137) units remain to be modified. A court appointed "Special Master" is assisting in overseeing this process. Requirements for visually and hearing impaired are required in some units in addition to UFAS requirements for wheelchair users. In order to achieve full accessibility, entries to buildings, public spaces and required open space may need to be brought into compliance.

A number of buildings and units have been identified by the "Special Master" as having potential for wheelchair access and recommendations have been made. The modifications required vary in size with respect to the forty (40) developments involved and include (or may include) changes to accessible routes, parking, dwelling units and public spaces.

Structural engineering services may be needed where modifications include structural alterations. Mechanical and electrical engineering services may be needed to design plumbing and electrical modifications. Landscape architectural services may be needed on an occasional basis for open space modifications. Cost estimating or other subconsultant services may be needed on an ongoing basis.

This Agreement is for services on some of the required modifications as the Authority determines in its sole discretion and assigns to the Design Professional on task-assignment, as-needed basis.

Name, Address And Phone Number of Design Professional.

Zachary Nathan, Architect
818 Brannan Street, Suite #203
San Francisco, CA 94103
(415) 863-5475

Time of Agreement: The effective date of this Agreement is April 1, 1997; it shall expire on April 1, 1998. Extension of time or renewal of this agreement may occur in writing in accordance with the terms of this agreement.

Contractor's Proposal Is Accepted For: Hourly Wage Rate Described in Exhibit 1

Architectural Basic Services:	$90,000.00
Reimbursable Expenses (NTE):	$ 8,000.00
Total Amount:	**$98,000.00**

Submit Invoices To: San Francisco Housing Authority
P. O. Box 423630
San Francisco, California 94124-3640
ATTN: HOPE VI/New Construction Department

SECTION II - Terms of Performance

Article A: Services.

A.1.0 Design Professional's (Consultant) Basic Services.

A.1.1 Areas of Professional's Basic Services.

NOTE: *The Owner shall issue to the Design Professional a task assignment describing in detail the scope of the assignment (e.g., the specific units or public area spaces), an estimated time of completion and a not-to-exceed fee amount for that portion of the services.*

On an as-needed, task-assignment basis, the Design Professional shall provide the Owner with professional services in planning, designing and administering construction or rehabilitation of the Project, in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration
- *Peer Review of A/E Drawings and Specifications for UFAS and Title 24 Compliance (optional)*
- *Code Compliance Reviews and Reports*

A.1.2 Phases and Descriptions of Basic Services.

A.1.2.1 *Program Development After the receipt of a task assignment by the Owner, the Design Professional shall prepare an Analysis and Report on assigned developments. This report is to review UFAS compliance work already completed and implications of UFAS work on some of the proposed one hundred thirty seven (137) units. For each development, the architectural consultant shall visit the site, meet with Authority staff, Maintenance, Special Master and Tenants Associations as appropriate. Design Professional shall analyze as-built drawings, Special Master's recommendations, Authority responses to Special Master's recommendations, and prepare a written report of findings. This report should identify selected dwelling units for UFAS Compliance, problems and solutions. These could include but are not limited to site accessibility, structural considerations, and wheelchair accessible, parking, etc.*

The Design Professional shall also update the Authority's 8-1/2" x 11" site plans/address maps to identify and show locations of the task-assignment area within each development. The resulting report shall be reviewed by the Authority and "Special Master". This report will be the basis for an architectural program for the scope of work under the task assignment. During this phase, the Design Professional shall identify all applicable codes and regulations, including building codes.

A.1.2.2 Schematic and Design Development Phase. *After receipt of a written authorization to proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the task-assignment area including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Drawings shall be clearly legible and at a scale as required for all required permit submittal. Any structural implications of design shall be identified and included in a preliminary construction cost estimate. Design Professional shall meet with any*

appropriate officials to clarify code or other regulatory requirements with prior approval of the Authority. After receipt of written approval of Schematic Design/ Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following: Documents in this phase shall include any or all of the following at the direction of the Authority as given in the task-assignment.

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Engineering drawings
- *Schedule of building types, unit distribution and bedroom count*
- *Scale plan of building, and typical dwelling units*
- *Project specific analysis of codes, ordinances and regulations*

A.1.2.3 Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. The Design Professional shall revise these Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall include in a detailed manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include *any or all of the following:*

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A.1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquires
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A.1.2.5 Construction Administration Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner assist in the administration of the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall perform the following services in order to endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- Assist in the administration of the Construction Contract.
- Conduct and/or attend pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- At the Owner's written request, and as additional service, procure testing from qualified parties.
- Review the quality and progress of the work on a weekly basis, and furnish a written field report □ weekly *unless directed otherwise in writing.* This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design Professional's failure properly to perform its duties and responsibilities.
- Require any sub-consultant to provide the services listed in this section where applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing Design Professional.
- Review and make recommendations to the Owner (in cooperation with the Owner's Project Personnel) with respect to Contractor Requests for Payment and approve such Requests.
- Conduct semi-monthly job meetings and record action in a set of minutes which are to be provided to the Owner and Contractor.
- Respond promptly to Requests for Information and make appropriate modifications to Construction Contract Documents to correct errors and clarify intent.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any discovered defects or deficiencies in the work or of any matter of dispute with the Contractor. Negotiate, prepare cost or price analysis for and countersign change orders.
- Prepare written punch list, certificates of completion and other necessary construction close out documents. Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A.1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- Consult with and make recommendations to the Owner during warranties regarding construction and equipment warranties.

- Perform a review of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. Any additional warranty reviews requested by the Owner shall be considered Additional Services.

- Reviews and assist Owner in construction matters for a period up to eighteen months after completion of the project. But such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A.1.3 Time of Performance. The *task assignment shall set forth the time in which the services under that assignment shall be completed. The written authorizations to proceed at the various phases may modify those time periods as circumstances require.*

A.2.0 Design Professional's Additional Services.

A.2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A.2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed-upon through either a written addendum or amendment to this Agreement. *The Design Professional shall not perform any additional services without the prior written direction of the Authority. No payments shall be made without such prior written approval.*

Article B: Compensation and Payment.

B.1.0 Basic Services.

B.1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed *as required by each task assignment as* defined by A.1.2. *However, in no event shall the fee paid under this Agreement exceed* ***$90,000.00.*** *Compensation shall be at the hourly rate established in Exhibit 1 for the Consultant, Principals and Employees, and Subconsultant's Principals and Employees. Such payment shall be compensation for all Basic Services required, performed, or accepted under this Contract. Consultant shall be reimbursed for the work of subconsultants at the rate of 1.10 times the rate established in Exhibit 1.*

B.1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made *in proportion to services described in each task assignment.*

B.2.0 Reimbursables

B.2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of **$8,000.00.** Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below. *1.10 times reimbursable expenses shall include reproduction costs, delivery costs, and the cost of subconsultants.*

B.2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office(s), and Owner's office.

B.2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

B.2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B.2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B.2.1.5 Additional Reimbursable. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursable shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursable shall be established.

B.3.0 Additional Services.

B.3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount. Each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed.

B.4.0 Invoicing and Payments.

B.4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B.4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within forty-five (45) days of the Owner's receipt of the invoice.

B.4.3 Withholding of Payment. The Owner may reasonably withhold payment to the Design Professional pending resolution, in an amount equal to questioned, disputed or disapproved amounts, or for work not completed or delivered as required by this Agreement or for amounts incurred by the Owner in connection with the Design Professional's errors or omissions. Payments for other amounts due on the same or other invoice shall not be withheld or delayed.

B.4.4 Disallowance. In the event the Design Professional claims or receives payment from the Owner, reimbursement of which is later disallowed by the Owner, the Design Professional shall promptly refund the disallowed amount to the Owner upon the Owner's request. At its option, the Owner may offset the amount disallowed from any payment due or to become due to the Design Professional under this Agreement.

Article C: Responsibilities.

C.1.0 Design Professional's Responsibilities.

C.1.1 Basic Services. The Design Professional shall provide the Basic Service set out in Article A.1.0.

C.1.2 Additional Services. When required under this Agreement or agreed to as set out in Article A.2.0, the Design Professional shall provide Additional Services on the Project.

C.1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does

not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by Law.

C.1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed the amount to be provided by the Owner in writing to the Design Professional prior to the commencement of *the Construction and Contract Document Phase of* Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement. In the event that inflation occurs during the 12-month period prior to bid opening which causes an increase in costs over the amount of inflation which was reasonably expected during said 12-month period as indicated in the Engineering News Record for the prior 12-month period for San Francisco, then to that extent, redesign services to bring the Project within the maximum construction contract cost shall be compensated as an additional service, provided the design would otherwise have complied with the above maximum construction contract cost.

C.1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to currently prevailing professional practices and standards regarding the interpretation of applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Design Professional shall certify that to the best of his knowledge and belief that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design Professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situation: If, subsequent to the date the Owner issues a a written authorization to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C.1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

C.1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C.2.0 Owner's Responsibilities.

C.2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others that is not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C.2.2 **Notice of Defects.** If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 **Contract Officer.** The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C.2.4 **Duties to Furnish.** The Owner shall provide the Design Professional the items listed below.

C.2.4.1 **Survey and Property Restrictions.** The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

2.4.2 **Existing Conditions.** The Owner shall provide the Design Professional any available "as-built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C.2.4.3 **Waivers.** The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C.2.4.4 **Minimum Wage Rates.** The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C.2.4.5 **Tests.** When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

2.4.6 **Contract Terms.** The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration.

D.1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D.1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D.1.1.1 Submission of Documents. The Design Professional shall provide the Owner with a copy of the drawings prepared on reproducible acetate (1) at completion of Construction Drawings and (2) at completion of the Project ("record" drawings). Additionally, with respect to any drawings prepared by the Design Professional in the course of performing its services using computer-aided design technology (i.e., plans, elevations and sections), the Design Professional shall supply to the Owner, in addition to the hard copy, drawings on floppy disks, in a medium suitable for use by the Owner in the following software format: Autocad 12 or 13 for Drawings; WordPerfect Version 5.0 (or later) for Specifications.

D.1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees assigned to the Project. The Design Professional shall not substitute or replace principals or professional level employees without the prior approval of the Owner, which approval shall not unreasonably be withheld.

D.1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D.1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D.1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D.1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D.1.7 Insurance. The Design Professional shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Local Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Design Professional's performance of this Agreement with the Local Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Local Authority.

A. The Design Professional will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **$1,000,000** per person for bodily injury and $2.0 million/$750,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. *If the Design Professional has a "claim-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five (5) years following the completion of the Contract.*

(3) Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

(4) Design Professional's Professional Liability Insurance with a limit of not less than **$500,000** each occurrence. If the policy is in claims-made form, the Design Professional agrees to maintain such insurance for three (3) years following the completion of the construction of the Project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three year period, the Design Professional may self-insure.

The Design Professional and the Local Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further

negotiations after the execution of this Agreement, this section D.1.7 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Design Professional's fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Member of Commision, Agents, Employees, *and Members of the HUD Recovery Team.*

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Local Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
1815 Egbert Street, 2nd Floor
San Francisco, CA 94124
Attention: Contract Administration

(4) Certificates of Insurance, in form and with insurers satisfactory to the Local Authority, evidencing all coverages above, shall be furnished to the Local Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Local Authority, at the following address:

San Francisco Housing Authority
1815 Egbert Avenue, 2nd Floor
San Francisco, CA 94124
Attention: Contract Administration

(5) Any coverages which the Design Professional proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Local Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Local Authority shall not relieve or decrease the liability of the Design Professional hereunder. This Agreement shall terminate immediately, without notice to the Design Professional, upon any lapse of required insurance coverage. The Design Professional shall be advised that should the Design Professional through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Local Authority, it will be the intention of the Local Authority to recoup these costs from the Design Professional.

D.1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design Professional's negligent performance of any of the services furnished under this contract.

D.1.9 Indemnification.

A. To the fullest extent permitted by law, the Design Professional shall assume the defense of, indemnify and save harmless the Owner and its officers and employees (collectively "Indemnitees") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Design Professional or its subconsultants) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Design Professional, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section D.1.9(a). To the extent, however, that the foregoing provision imposes an obligation of the Design Professional which does not involve any negligence or other breach of obligation on the part of the Design Professional or its consultants, then, provided the Design Professional is in compliance with its insurance

obligations under Paragraph D.1.7 above, such obligation shall be limited to the extent to which it is covered by the Design Professional's insurance and that of its consultants, in no event, however, shall the Design Professional's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Design Professional or its consultants.

B. The Design Professional assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

C. The Owner shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Design Professional for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Design Professional. Therefore, the Design Professional shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.

D. The Design Professional's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) or "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Design Professional's negligence or other breach of duty.

D.2.0 Incorporation. All requirements of the RFQ and the representations made in the Design Professional's proposal that are not in conflict with provisions of this contract are hereby incorporated by referenced and made an integral part of the contract as though fully set forth herein.

Article E: Additional Requirements.

E.1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E.1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36(f).

E.1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36(f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E.1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(I) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition, except as directed by the Owner (SFHA Standard Specifications).

E.1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235, 905.260 and 905.639), the Design Professional shall provide such a certification to the Owner.

E.1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(I)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E.1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

E.1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent

the Owner (HUD grantee) shall participate in selection, or the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

(i) One employee, officer or agent,
(ii) Any member of his or her immediate family,
(iii) His or her partner, or
(iv) An organization that employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such ndards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and ch disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E.1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(I)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and as may be appropriate.

E.1.9 Termination. In part because of HUD regulations (24 CFR 85.36(I)(2)), this Design Professional Agreement, unless it is for an amount of $10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E.1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E.1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E.1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

E.1.13 Indian Preference in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.165 and Federal law, the Design Professional shall provide Indian Preference in its contracting, training, and employment practices when this contract is with an Indian Housing Authority and shall incorporate the following language into all of its subcontracts:

(i) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent

feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(ii) The parties to this contract shall comply with the provisions of said section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) and all HUD requirements adopted pursuant to section 7(b).

(iii) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.

(iv) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(v) Upon a finding by the IHA or HUD that any party to the contract is in violation of the section 7(b) clause, said party shall at the direction of the IHA, take appropriate medial action pursuant to the contract.

E.1.14 Clean Air and Water. (Applicable to contracts in excess of $100,000). Because of 24 CFR 85.36(I)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §1857h-4 transferred to 42 U.S.C. §7607, section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of $100,000.

E.1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(I)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. §§6321, et. seq.).

E.1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E.1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 9O5.115 (b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

E.1.18 Prohibition Against Liens. The Design Professional is prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all Design Professional subcontracts.

Article F: Other Owner Requirements (if any).

(Continue on additional pages as necessary)

END

This Agreement is entered into as of the day and year first written above.

Owner:

SAN FRANCISCO HOUSING AUTHORITY
(Agency)

(Ronnie Davis, Acting Executive Director)

(Signature)

RONNIE DAVIS
(Print Name)

4/22/97
(Date)

Design Professional:

ZACHARY NATHAN, ARCHITECT
(Firm)

(Signature)

ZACHARY NATHAN
(Print Name)

OWNER
(Print Title)

APRIL 17, 1997
(Date)

Approved as to Form:

(Signature)

SHERYL L. BREEMAN
(Print Name)

DEPUTY CITY ATTORNEY
(Print Title)

4/22/97
(Date)

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DOCUMENTS
JAN 20
SAN FRANCISCO
PUBLIC LIBRARY

DATE: JANUARY 13, 1998

TO: SAN FRANCISCO HOUSING COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, Secretary/Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE ADVERTISEMENT AND OUTREACH EXPENDITURES FOR THE OPENING OF THE SECTION 8 WAIT LIST IN AN AMOUNT NOT TO EXCEED $35,000.00

The resolution requests authorization to spend an amount not to exceed $35,000 to pay for advertisements in sixteen newspapers twice a week for two weeks and translation services for posters announcing the opening of the Section 8 waiting list into seven different languages, which will be posted throughout the City. The cost of the above expenditures will be paid out of Section 8 reserves.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION AUTHORIZING THE ADVERTISEMENT AND OUTREACH EXPENDITURES FOR THE OPENING OF THE SECTION 8 WAIT LIST IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, The Housing Authority of the City and County of San Francisco will open the Section 8 waiting list to accept new applications; and

WHEREAS, the recently approved administrative plan for the Section 8 program requires publication of advertisements fifteen days prior to opening of the waiting list in major and minority newspaper publications and posting of notices announcing the opening of the waiting list in all pertinent languages; and

WHEREAS, the cost of publishing the advertisements two times a week for two weeks and translation services for outreach materials is estimated not to exceed $35,000; and

WHEREAS, said amount will be paid out of the Section 8 reserves; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is hereby authorized to purchase advertising and translation services in an amount not to exceed $35,000.00.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donahue
Legal Counsel

Jan 13, 1978
Date

Prepared by Lawrence Andrews, 554-1220

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

DOCUMENTS
JAN 20
SAN FRANCISCO
PUBLIC LIBRARY

FROM: Ronnie Davis, Secretary/Acting Executive Director

DATE: January 13, 1998

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ARCUS, ARCHITECTURE + PLANNING TO PROVIDE ARCHITECTURAL SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT/BIDDING/AWARD, CONSTRUCTION ADMINISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING AT VARIOUS SITES INCLUDING BUT NOT LIMITED TO CAL 1-17A, HUNTERS POINT A; CAL 1-18(3), HUNTERS VIEW; CAL 1-18(10), WOODSIDE GARDENS; CAL 1-20, 3850 18TH & DORLAND; CAL 1-34, NOE; AND CAL 1-33, 275 THRIFT IN AN AMOUNT NOT TO EXCEED $354,000.00**

The Department of Housing and Urban Development has funded the Authority to perform Roofing and Waterproofing work at 18 sites where roofing has deteriorated, there is extensive dryrot and leaks are prevalently causing damage to the structures. As the result of a Request for Qualifications Process and interview, three consultant firms were chosen by the selection team to perform roofing and waterproofing consultant services.

One of the firms chosen, ARCUS, ARCHITECTURE + PLANNING was selected to work on several high priority sites. This firm is qualified to provide destructive testing, leak testing, design, and construction documents. Funding is available in the Comprehensive Grant Program 94,95,96,97 and 98 budget for this work.

Because this work is very important to the health of residents and the protection of property, I recommend adoption of the attached Resolution.

BS:BD:DL:bm

(Prepared by: Barbara Smith, Bob Dahlstrom, and David Leash)

RESOLUTION NO.:_____
DATED ADOPTED:_____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ARCUS, ARCHITECTURE + PLANNING TO PROVIDE ARCHITECTURAL SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT /BIDDING/AWARD, CONSTRUCTION ADMINISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING AT VARIOUS SITES INCLUDING BUT NOT LIMITED TO CAL 1-17A, HUNTERS POINT A; CAL 1-18(3), HUNTERS VIEW; CAL 1-18(10), WOODSIDE GARDENS; CAL 1-20, 3850 18TH & DORLAND; CAL 1-34, NOE; AND CAL 1-33, 275 THRIFT IN AN AMOUNT NOT TO EXCEED $354,000.00

WHEREAS, chronic building leaks exist at several high priority sites;

WHEREAS, the Department of Housing and Urban Development has provided funding in the Comprehensive Grant Program 94,95,96, 97 and 98 budget to address this problem; and

WHEREAS, ARCUS, ARCHITECTURE + PLANNINGhas been selected through the Request for Qualifications process as the most qualified firm for this project; and

WHEREAS, ARCUS, ARCHITECTURE + PLANNINGhas proposed a fee of $354,000.00 to provide theses services.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a Contract for the services described above to ARCUS, ARCHITECTURE + PLANNINGin an amount not to exceed $354,000.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Pat Walsh
Legal Counsel

Jan 13, 1998
Date

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

DOCUMENTS
JAN 20
SAN FRAN
PUBLIC L

FROM: Ronnie Davis, Secretary/ Executive Director

DATE: January 13, 1998

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ALLANA-LIPPERT, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT/BIDDING/AWARD, CONSTRUCTION ADMINISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING WORK AT VARIOUS SITES INCLUDING BUT NOT LIMITED TO CAL 1-18(4), ALICE GRIFFITH; CAL 1-18(5), ROSA PARKS APTS.; CAL 1-18(13), MISSION DOLORES ; CAL 1-28, 666 ELLIS; CAL 1-30A, 462 DUBOCE; CAL 1-41, 2698 CALIFORNIA IN AN AMOUNT NOT TO EXCEED $482,642.00**

The Department of Housing and Urban Development has funded the Authority to perform Roofing and Waterproofing work at 18 sites where roofing has deteriorated, there is extensive dryrot and leaks are prevalently causing further damage to the structures. As the result of a Request for Qualifications Process and interview, three consultant firms were chosen by the selection team to provide roofing and waterproofing consultant services.

One of the firms chosen, ALLANA-LIPPERT,INC. was selected to work on several high priority sites. This firm is qualified to provide destructive testing, leak testing, design, and construction documents. Funding is available in the Comprehensive Grant Program 94,95,96,97 and 98 budget for this work.

Because this work is very important to the health of residents and the protection of property, I recommend adoption of the attached Resolution.

BS:BD:DL:bm

(Prepared by: Barbara Smith, Bob Dahlstrom, and David Leash)

RESOLUTION NO.:_____
DATED ADOPTED:_____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ALLANA-LIPPERT, INC. TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT/BIDDING/AWARD, CONSTRUCTION ADMINSISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING WORK AT VARIOUS SITES INCLUDING BUT NOT LIMITED TO CAL 1-18(4), ALICE GRIFFITH; CAL 1-18(5), ROSA PARKS APTS.; CAL 1-18(13), MISSION DOLORES ; CAL 1-28, 666 ELLIS; CAL 1-30A, 462 DUBOCE; CAL 1-41, 2698 CALIFORNIA IN AN AMOUNT NOT TO EXCEED $482,642.00

WHEREAS, chronic building leaks exist at high priority sites;

WHEREAS, the Department of Housing and Urban Development has provided funding in the Comprehensive Grant Program 94, 95,96,97 and 98 budget to address this problem; and

WHEREAS, ALLANA-LIPPERT, INC. has been selected through the Request for Qualifications process as the most qualified firm for this work; and

WHEREAS, ALLANA-LIPPERT, INC. has proposed a fee of $482,642.00 to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a Contract for the services described above to ALLANA-LIPPERT, INC. in an amount not to exceed $482,642.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

By: Pat Walsh
Legal Counsel

Date: Jan 13, 1998

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

JAN 20

DATE: JANUARY 13, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION COMMENDING ARELIA RAENETTE SANDERS ON THE OCCASION OF HER RETIREMENT

Ms. Arelia Raenette Sanders retired from her position as District Manager after 23 years of service at the San Francisco Housing Authority. The attached resolution commends Ms. Sanders for her years of service to the Authority. I urge your passage of the attached resolution.

/gb

RESOLUTION NO. _____

DATE ADOPTED _____

RESOLUTION COMMENDING ARELIA RAENETTE SANDERS ON THE OCCASION OF HER RETIREMENT

WHEREAS, Arelia Raenette Sanders retired from the Housing Authority of the City and County of San Francisco on January 1, 1997 after 23 years of service; and

WHEREAS, during her career, Ms. Sanders was an outstanding, intelligent, hard working and exemplary employee; and

WHEREAS, Ms. Sanders was first hired on September 26, 1974 as a temporary Jr. Clerk Typist in the Maintenance Department and has over the years received promotions and has worked as Jr. Clerk Typist, Jr. Account Clerk, Senior Project Clerk, Senior Legal Clerk, Assistant Property Manager and Property Manager; and

WHEREAS, Ms. Sanders was promoted in July 1987 to District Manager and she has served in this position until her retirement; and

WHEREAS, Arelia Raenette Sanders has earned the abiding respect and affection of the Commission, staff and residents of the San Francisco Housing Authority;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

This Commission extends to Ms. Sanders its appreciation for long and dedicated service and extends its best wishes for a happy retirement.

APPROVED AS TO FORM:

Patricio

Patrick O'Donahue
Assistant General Counsel

A:\RAENETTE.DOC

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

JAN 20
SAN FRANCISCO
PUBLIC

FROM: Ronnie Davis, Secretary/Executive Director

DATE: January 13, 1998

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ROSENBERG MCGINNIS AIA, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT/BIDDING/AWARD, CONSTRUCTION ADMINISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING WORK AT VARIOUS SITES INCLUDING BUT NOT BE LIMITED TO CAL 1-2, POTRERO TERRACE; CAL 1-9, WESTBROOK APARTMENTS; CAL 1-18(1), JFK TOWERS; CAL 1-18(6), PING YUEN NORTH; CAL 1-21, 320/330 CLEMENTINA TOWERS; AND CAL 1-23, 1880 PINE IN AN AMOUNT NOT TO EXCEED $495,686.00**

The Department of Housing and Urban Development has funded the Authority to perform Roofing and Waterproofing work at 18 sites where roofing has deteriorated, there is extensive dryrot and leaks are prevalently causing damage to the structures. As the result of a Request for Qualifications Process and interview, three consultant firms were chosen by the selection team to provide roofing and waterproofing consultant services.

One of the firms chosen, Rosenberg McGinnis AIA, was selected to work on several high priority sites. This firm is qualified to provide destructive testing, leak testing, design, and construction documents. Funding is available in the Comprehensive Grant Program 94, 95,96, 97and 98 budget for this work.

Because this work is very important to the health of residents and the protection of property, I recommend adoption of the attached Resolution.

BS:BD:DL:li

(Prepared by: Barbara Smith, Bob Dahlstrom, and David Leash)

RESOLUTION NO.:_____
DATE ADOPTED:_____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH ROSENBERG MCGINNIS AIA, INC. TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INVESTIGATION PHASE, DESIGN PHASE, CONSTRUCTION CONTRACT/BIDDING/AWARD, CONSTRUCTION ADMINSISTRATION (OPTION), POST CONSTRUCTION WARRANTY (OPTION) FOR ROOFING AND WATERPROOFING AT CAL 1-2, POTRERO TERRACE; CAL 1-9, WESTBROOK APARTMENTS; CAL 1-18(1), JFK TOWERS; CAL 1-18(6), PING YUEN NORTH; CAL 1-21, 320/330 CLEMENTINA TOWERS; AND CAL 1-23, 1880 PINE IN AN AMOUNT NOT TO EXCEED $495,686.00

WHEREAS, chronic building leaks exist at high priority sites;

WHEREAS, the Department of Housing and Urban Development has provided funding in the Comprehensive Grant Program 94,95,96,97 and 98 budget to address this problem; and

WHEREAS, Rosenberg McGinnis AIA has been selected through the Request for Qualifications process as the most qualified firm for this work; and

WHEREAS, Rosenberg McGinnis AIA, Inc. has proposed a fee of $495,686.00 to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a Contract for the services described above to Rosenberg McGinnis AIA, Inc in an amount not to exceed $495,686.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: Jan 13, 1998

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

JAN 20

TO: Kevin Marchman, Assistant Secretary for Public Housing

FROM: Ronnie Davis, Executive Director

SUBJECT: Funding Shortfall For Urgently Needed Modernization Work

DATE: January 13, 1998

There is an immediate funding shortfall of over $24 million for infrastructure and emergency Health and Safety Modernization work. It is in addition to the critical HQS, infrastructure and accessibility work already funded and underway at the Big Four (the largest and most decayed of the family developments) and Senior Highrises.

The urgency of the work is due to: (1) extensive water damage from dilapidated roofing, exterior building leaks and outdated plumbing causing deterioration of building structures; (2) residents at risk of exposure to hazardous materials that have not been abated; (3) cracked and lifting sidewalks and unsafe play structures resulting in injuries; (4) deteriorated sewers that expose residents and workers unsanitary and unhealthy conditions; (5) apartments and public spaces that are inaccessible to individuals in wheelchairs, modifications that were court mandated; (6) the need for security fencing and gates at target sites to deter murders, drug dealing and threats to the safety of residents; and (7) fire safety hazards including broken fire-escapes, damaged fire doors and inoperable window grilles and door gates.

All of the above problems result in expensive litigation and increased insurance premiums. This urgent work is more than $24 million over and above the estimated $15.9 million that will be available through the Comprehensive Grant Program in 1998. This work includes:

♦ Replacement of Deteriorated Roofing and Exterior Waterproofing	$6,070,000
♦ Lead and Asbestos Testing, Stabilization and Abatement	6,593,000
♦ Repair of Cracked and Lifting Sidewalks	400,000
♦ Replacement of Unsafe Playground Equipment	450,000
♦ Repair and Replace Deteriorated Sewers	3,070,000
♦ Replace Deteriorated Plumbing	1,738,000
♦ Wheelchair Accessibility Modifications	1,500,000
♦ Security Fencing and Gates at Target Sites	3,500,000
♦ Repair or Replacement of Damaged Fire Doors, Inoperable Window Grilles and Door Gates That Violate Fire Codes	1,000,000
Total	**$24,321,000**

Thanks for your support

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: Kevin E. Marchman - Assistant Secretary of HUD

FROM: Ronnie Davis - Executive Director

DATE: January 14, 1998

SUBJECT: **HUD RECOVERY EXPENSES**

The San Francisco Housing Authority is formally requesting your office to reimburse the agency for expenses incurred by the HUD Recovery Team.

Presently, we are requesting reimbursement for legal expenses and settlements totaling $2,097,318.16. As the result of actions taken by the HUD Recovery Team, legal expenses increased dramatically over the amount originally budgeted. Many of the settlements and legal expenses charged to the Authority were for items that the HUD Recovery Team initiated.

An example is the Stewart-Yates case. Barrie Stewart/Lugenia Yates were placed on administrative leave by the HUD Recovery Team and eventually terminated. They filed a lawsuit against the Authority and settled. This case cost the San Francisco Housing Authority over $267,967 to litigate and settle.

As stated earlier, this request is only for a partial portion of the costs incurred by the HUD Recovery Team. There will be other expenses to recover as the result of the HUD Recovery Team effort. In addition, the Executive Monitor and I believe that the San Francisco Housing Authority is still in a state of recovery and there will be additional costs to be reimburse. We look forward for your support in the recapture of these expenses both present and future.

Your approval of our request is appreciated and thanks again for your continued help.

Thanks

SAN FRANCISCO HOUSING AUTHORITY
HUD RECOVERY EXPENSES INVOICE
FOR THE PERIOD ENDING DECEMBER 19, 1997

Vendor	Date	Check No.	Amount	Description
Legal Expenses				
City Attorney	30-Oct-96	Various	$7,333.98	City Attorney Legal Expense - Barrie Stewart
City Attorney	30-Oct-96	Various	$2,233.15	City Attorney Legal Expense - Lugenia Yates
McCutchen, Doyle,Brown	14-Aug-97	Various	$94,839.57	Outside Attorney Legal Expense - Barrie Stewart
McCutchen, Doyle,Brown	14-Aug-97	Various	$3,561.17	Outside Attorney Legal Expense - Lugenia Yates
Legal Expenses	FY 1997	Various	$390,473.31	Outside Legal Expenses Over Budget
Legal Expenses	FY 1996	Various	$1,276,170.42	Outside Legal Expenses Over Budget
Legal Settlements				
Tyree Jones:Re: Stewart	14-Aug-97	165667	$80,000.00	Settlement of Claim - Barrie Stewart
Tyree Jones:Re: Yates	14-Aug-97	165668	$80,000.00	Settlement of Claim - Lugenia Yates
Lawrence Andrews	2-Aug-96	Various	$63,594.66	Legal Settlement - Administrative Leave Paid
Derrald Etheley	17-Sep-97	Various	$99,111.90	Legal Settlement - Administrative Leave Paid
GRAND TOTAL			**$2,097,318.16**	

Potrero Hill Neighborhood House

953 DeHaro Street • San Francisco, California 94107 • (415) 826-8080 • FAX (415) 826-5252

JAN 20
SAN FRANCISCO
PUBLIC

We're Back...

Experiment In Diversity

Invites you to DINNER!

We are studying the history and culture of Korean-Americans in January. This dinner will be a part of our experiences and we would love for you to join us.

Come share the experience and bridge the gaps that are caused by fear and misunderstanding.

DATE: THURSDAY, January 22, 1998

TIME: 5:30 - 7:30 P.M.

PLACE: Potrero Hill Neighborhood House
953 De Haro St. S.F.
(415) 826-8080

WHO IS EXPERIMENT IN DIVERSITY?

We are a group of high school students from all over the city who get together to experience diversity in SF through education and exposure. Each month we study a different ethnicity and its culture while visiting various neighborhoods and attending different events.

WHY A FREE DINNER?

At the end of each month we like to include the community in our experience. On January 22 we will celebrate with Korean-American food, guest speakers, and entertainment, inviting our friends, families, and community members.

San Francisco Examiner

Monday, Jan. 12, 1998 · Page A 22 ©1998 *San Francisco Examiner*

help

Empowering the investigators

DOCUMENT
JAN 20
SAN
PUBLIC

A supervisors hearing probes actions of the mayor's

EXAMINER EDITORIAL WRITER

office in commissioning special polling places in last June's election

WE'RE GLAD Supervisor Leland Yee has called for a hearing into just what role the mayor's office played in setting up special early polling places for last June's election when voters narrowly approved a $100 million loan guarantee for a new 49ers stadium and shopping mall.

Mayor Brown, of course, was a fierce supporter of the ambitious plan, which was passed by a mere 1,500-vote margin. But Brown and his mouthpieces "categorically denied" having anything to do with arranging for early voting the weekend before the election in four public housing projects.

That assertion was contradicted by discovery of a fax sent to the Housing Authority from the mayor's office. The missive apparently set in motion the plan to open the special polling places.

That effort - which yielded only 80 votes - was later called "a mistake" by Registrar of Voters Germaine Wong, who has since resigned.

Support for the stadium ranged as high as 90 percent in the precincts where the housing projects are located. Stadium support citywide was less than 51 percent.

The supervisors' Rules Committee plans to question Sharen Hewitt, the mayoral special assistant who sent the fax; Ronnie Davis, director of the Housing Authority, and other officials.

Allegations surrounding the election have spawned investigations by the California secretary of state and the federal Department of Housing and Urban Development. In addition, the Washington D.C.-based Voting Integrity Project has sued to overturn the results of the election. City officials, on the other hand, have shown little interest in pursuing stories of alleged election irregularities.

Supervisor Tom Ammiano, chair of the Rules Committee, shouldn't let witnesses Hewitt and Davis hide behind the contention that the early polling

places were part of a "voter empowerment" effort. The only empowerment going on, we suspect, was empowerment of Mayor Brown's wishes.

Hewitt should be questioned closely, not only about the fax - which she says she doesn't remember - but about what other election-related work she did, on city time, for the mayor. Davis should have to account for a total of $6,000 in Housing Authority checks for opening the polling places and conducting a "Voters Turnout Day." The agency has been elusive on who received payments for the "Day" and what the money was spent for.

This newspaper was a unstinting supporter of the stadium-mall deal. But the project's many benefits don't matter a whit compared with protecting fair and free elections. If funny business tainted the election, we want to know about it. And we want to see proper punishments meted out and corrections taken.

Sunday Magazine Travel Real Estate Epicure Habitat Search Feedback

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2/26/98

HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, February 26, 1998, at 2:05 p.m.

The meeting was called to order by President Sululagi Palega, Sr.

1. ROLL CALL:

Roll Call found the following members to be:

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PUBLIC LIBRARY

PRESENT: *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

A quorum was present

ALSO PRESENT:

Dr. Emma McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph M. Hamblin, Legal Counsel
Mr. Patrick O'Donahue, Legal Counsel

ABSENT: *None*

2. APPROVAL OF AGENDA:

Commissioner Byrd moved to approve the agenda and Commissioner Ford seconded the motion. **UNANIMOUSLY APPROVED**

3. APPROVAL OF MINUTES:

January 22, 1998

Commissioner Fong moved to approve the minutes and Commissioner Byrd seconded the motion. **UNANIMOUSLY APPROVED**

4. GENERAL COMMUNICATIONS:

Mr. Davis gave a general overview of the letters he had written regarding the security and the breakdown of said costs. He also generalized the letters written to Kevin Marchman, Asst. Secretary for Public Housing, requesting reimbursement of funds used in settling wrongful termination cases as well as the letter written by the Mayor to Mr. Marchman requesting emergency funding due to the effects of El Nino damage.

5. REPORT OF SECRETARY:

Mr. Davis distributed a notebook called "Putting It Together" and gave an extensive overview of the changes made to the infrastructure of Public Housing. To show some of the organizational changes, he introduced some Department Heads and their staff to show the diversity in the hiring. He also gave an explanation for hiring personnel from Cleveland. Safety and Security were also discussed. Mr. Davis stated that HUD does not provide money for these services, therefore, money has to come from other sources.

At 3:03 p.m., a call was received from Mr. Kevin Marchman which was put on the speaker phone at the Board meeting. Mr. Marchman offered his financial support due to the effects of El Nino. He stated that SFHA would receive funds from HUD. However, he couldn't state an exact amount SFHA would receive, but stated that he would visit San Francisco sometime in March.

6. COMMITTEE REPORT:

Commissioner Fong gave a report on the diversity sub-committee's meeting with the Supervisors and stated that the next meeting would be held March 4th. He also made an announcement that the funeral of Mr. Lee would be held on Sunday at 10:30 at 925 Stockton Street. Mr. Lee was a long time resident and also past President of the Ping Yuen Resident's Improvement Association.

In a closed Executive Session, Dr. McFarlin's contract was discussed. A motion was made by Commissioner Moret for the signing of Dr. Emma McFarlin's contract which runs September 1, 1997 through September 30, 1998. Commissioner Fong seconded the motion. It was **UNANIMOUSLY APPROVED**

7. REPORT OF COUNSEL:

Mr. Hamblin reported that a settlement in the case of Boyd, Black and Baraghani had been made. The details of the settlement was issued in confident to all Commissioners.

8. TENANT REPRESENTATIVE REPORT:

Ms. Rosemary Ozan asked if Room 229 at the Rosa Parks Center could be used as a meeting room for PHTA. She also requested action on obtaining the senior van. Ms. Ozan finished her report by passing out a Senior Newsletter.

9. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: ***The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.***

10. UNFINISHED BUSINESS:

None.

11. NEW BUSINESS

A.

RESOLUTION NO. 4644
DATE ADOPTED: 2/26/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH POWELL AND PARTNERS FOR ARCHITECTURAL /ENGINEERING SERVICES FOR THE RECONSTRUCTION OF CAL 1-39B, 951 EDDY STREET IN AN AMOUNT NOT TO EXCEED $315,700.00

WHEREAS, the building at 951 Eddy Street was constructed in the late 19th century and acquired by the Authority as part of an urban redevelopment project in the late 1970s; and

WHEREAS, this building was damaged by a fire which destroyed the historic landmark church next door; and

WHEREAS, a fire insurance settlement will fund A/E consultant services as well as partially fund reconstruction; and

WHEREAS, the Authority issued a Request for Proposals for A/E services for Reconstruction of 951 Eddy Street; and

WHEREAS, Ten (10) Architectural/Engineering (A/E) firms submitted Request for Qualifications packages; and

WHEREAS, The firms were ranked by a selection committee as the most qualified firm to provide A/E services for the Investigation, Design, Construction Document, Contract/Bidding/Award and Construction Administration Phases of the project; and

WHEREAS, all additional relevant documents submitted by the most qualified Architectural /Engineering Firm have been reviewed and found to be in order;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute the architectural/engineering services agreement with Powell and Partners, substantially in the form as attached, for professional design services for the reconstruction of CAL 1-39B, 951 Eddy Street, in an amount not-to-exceed $315,700.00.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Patrick O'Donahue — February 26, 1998

Patrick O'Donahue — Date
Asst. General Counsel

Discussion

Commissioner Fong moved to accept the resolution on the contingency that the previous contract be completely fulfilled and Commission Kitses seconded the motion.

The resolution vote was:

AYES: Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alford, Commissioner
Richard Ford, Commissioner
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

NAYS: Shirley Byrd, Commissioner

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Ms. Rosemary Ozan asked if Room 229 at the Rosa Parks Center could be used as a meeting room for OHTA. She also requested action on obtaining the senior van. Ms. Ozan finished her report by passing out a Senior Newsletter.

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None.

11. NEW BUSINESS

A.

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DATE ADOPTED: 2/26/98

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WHEREAS, the building at 951 Eddy Street was constructed in the late 19th century and acquired by the Authority as part of an urban redevelopment project in the late 1970s; and

WHEREAS, this building was damaged by a fire which destroyed the historic landmark church next door; and

WHEREAS, a fire insurance settlement will fund A/E consultant services as well as partially fund reconstruction; and

WHEREAS, the Authority issued a Request for Proposals for A/E services for Reconstruction of 951 Eddy Street; and

(B)

RESOLUTION NO. 4645
DATE ADOPTED: 2/26/98

RESOLUTION RATIFYING EXECUTION OF THE COMPREHENSIVE GRANT PROGRAM (CGP) AMENDMENT TO THE CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (ACC) FOR THE FY97 ANNUAL STATEMENT /COMPREHENSIVE PLAN BY THE EXCECUTIVE DIRECTOR

WHEREAS, the Department of Housing and Urban Development invited this Authority to submit an application for Fiscal year 1997 Comprehensive Grant Program funding in the projected amount of $15,861,157; and

WHEREAS, on December 11, 1997, the Commission adopted a resolution authorizing submission of the 1997 Comprehensive Grant Program Comprehensive Plan Annual Statement revisions to HUD; and

WHEREAS, the revisions to the 1997 CGP Annual Submission reflect the Authority's continued emphasis on: (1) infrastructure; (2) exterior painting, landscaping, security, tree pruning and lighting; (3) common space wheelchair accessibility, playground safety and sidewalk repair; (4) interior correction of HUD's Housing Quality Standards violations, interior painting, lighting, wheelchair accessibility, lead and asbestos; and (5) the use of Forced Labor crews where more economical, efficient and able to provide opportunities for resident hiring; and

WHEREAS, the Commission adopted Resolution No. 4604 on March 8, 1996, which Resolution together with 42 USC 1437 *et seq.* temporarily provides power, duty and authority for operation and management of the San Francisco Housing Authority to HUD acting through the HUD Secretary and his designee; and

WHEREAS, on January 30, 1998, the Executive Director executed the Comprehensive Grant Program Amendment to the ACC for FY97.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority Commission ratifies the submission of the Comprehensive Grant Program Amendment to the Consolidated Annual Contributions Contract for the FY97 Annual Statement/Comprehensive Plan.

2. This Resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Joseph M. Hamblin
Joseph M. Hamblin

February 19, 1998
Date

Acting Deputy General Counsel

Discussion

Commissioner Kitses moved to approve the resolution and Commissioner Byrd seconded. The resolution was **UNANIMOUSLY APPROVED**

(C) **RESOLUTION NO.** 4646
DATE ADOPTED: 2/26/98

RESOLUTION TO AUTHORIZE A SYSTEM WITH WHICH THE HOUSING AUTHORITY TRACKS CRIME, CRIME-RELATED PROBLEMS AND REPORTS SUCH PROBLEMS TO THE SAN FRANCISCO POLICE AND OTHER LAW ENFORCEMENT AGENCIES, AND TO COOPERATE IN ANY WAY POSSIBLE WITH SAID AUTHORITIES

WHEREAS, crime and crime-related problems occur on and in the vicinity of San Francisco Housing Authority property;

WHEREAS, these crimes and crime related activities affect the health, welfare and life style of Housing Authority residents;

WHEREAS, the San Francisco Housing Authority needs to track crime and crime related problems occurring on and in the vicinity of Housing Authority property;

WHEREAS, the San Francisco Housing Authority needs to report all crime and crime related problems to the San Francisco Police Department;

WHEREAS, the San Francisco Housing Authority needs to have and maintain a system for cooperating with the San Francisco Police Department and its officers to report crime and crime related problems on and in the vicinity of San Francisco Housing Authority property; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority will track crime and crime-related problems.

2. The San Francisco Housing Authority will report crime and crime-related problems to the San Francisco Police Department and other law enforcement agencies, as appropriate.

3. The San Francisco Housing Authority shall maintain a system for cooperating with the San Francisco Police Department in tracking crime and crime-related problems.

APPROVED AS TO FORM AND LEGALITY:

S/Patrick O'Donahue
Patrick O'Donahue
Legal Counsel

February 18, 1998
Date

Discussion

Commissioner Kitses moved to approve the resolution and Commissioner Byrd seconded. The resolution was **UNANIMOUSLY APPROVED**.

(D) **RESOLUTION NO.** 4647
DATE ADOPTED: 2/26/98

RESOLUTION RATIFYING THE SETTLEMENT OF THE LITIGATION CASE OF BOYD, BLACK & BARAGHANI v SAN FRANCISCO HOUSING AUTHORITY

WHEREAS, that employees identified as Paulette Boyd, Cynthia Black and Jamal Baraghani were terminated from the San Francisco Housing Authority, September 1996, for the reason that the Section 8 program was to be discontinued; and

WHEREAS, the San Francisco Housing Authority did not discontinue the Section 8 Program; and

WHEREAS, the former employees Paulette Boyd, Cynthia Black and Jamal Baraghani filled suit against the San Francisco Housing Authority for wrongful termination in the Superior Court San Francisco, California, Case No. 988555; and

WHEREAS, the settlement agreement provided in part that the former employees Paulette Boyd, Cynthia Black and Jamal Baraghani will be reemployed by the San Francisco Housing Authority; and

WHEREAS, the settlement agreement provides in part the former employees will recover seniority and benefits as if they had never left the employment of the San Francisco Housing Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The action of the Executive Director in executing this settlement agreement and General Release of claims is hereby ratified for each of the following:

(a) Paulette Boyd
(b) Jamal Baraghani
(c) Cynthia Black

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY

s/ Joseph M. Hamblin — February 19, 1998
Patrick O'Donahue — Date
Acting Deputy General Counsel

Discussion

Commissioner Moret moved to approve the resolution and Commissioner Fong seconded the motion. The resolution was **UNANIMOUSLY APPROVED**

(E) **RESOLUTION NO.** 4648
DATE ADOPTED: 2/26/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT TO MAKE AVAILABLE TO THE HOUSING AUTHORITY POLICE PERSONNEL TO ASSIST THE HOUSING AUTHORITY IN THE DEVELOPMENT AND IMPLEMENTATION OF SECURITY SYSTEMS AND TO COMPLEMENT AND ENHANCE CURRENT SAFETY EFFORTS IN AN AMOUNT NOT TO EXCEED $110,000.00

WHEREAS, the San Francisco Housing Authority (SFHA) and has requested the assistance of the San Francisco Police Department (SFPD) for the purpose of providing police personnel to assist in the evaluation of current safety systems and to develop, implement and monitor security efforts at the SFHA; and,

WHEREAS, the SFPD has offered to assist the SFHA by providing SFPD police personnel for purposes of ensuring security systems which complement and enhance the protective services currently being provided by the SFPD as well as ensure effective communication and coordination of efforts between the SFHA and SFPD; and

WHEREAS, the SFHA will reimburse the SFPD for the compensation and benefits of such personnel utilized in accordance with this MOU in the total amount of $110,000.00 per year; and

WHEREAS, reimbursement for such services are an eligible expenditure of and subject to available Operating, Comp Grand and/or Drug Elimination funding; and

WHEREAS, the terms of such assistance are set forth in a proposed Intergovernmental Memorandum of Understanding (MOU) between the SFHA and the SFPD.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to enter into an Intergovernmental Memorandum of Understanding with the San Francisco Police Department for the purpose of providing guidance and expertise with respect to safety and security systems which complement and enhance the efforts of the SFHA and SFPD to provide public housing residents with safe, decent and sanitary housing. The Executive Director's authority is subject to available funding.

2. The Executive Director is authorized to take any and all steps necessary to carry out the intent of this Resolution.

3. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

S/Patrick O'Donahue — February, 1998

Patrick O'Donahue — Date
Assistant General Counsel

Discussion

Commissioner Kitses moved to approve the resolution and Commissioner Ford seconded the motion. **UNANIMOUSLY APPROVED**

(F)

RESOLUTION NO: 4649
DATE ADOPTED: 2/26/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HUMAN RIGHTS COMMISSION TO MAKE AVAILABLE TO THE HOUSING AUTHORITY AFFIRMATIVE ACTION/CONTRACT COMPLIANCE/EMPLOYMENT EXPERTISE IN AN AMOUNT NOT TO EXCEED $193,281.00

WHEREAS, the San Francisco Housing Authority (SFHA) and the Human Rights Commission (HRC) have entered into discussions relative to the respective organizations sharing resources for the purpose of creating and monitoring effective and meaningful affirmative action and contract compliance efforts at the SFHA; and

WHEREAS, the Human Rights Commission has offered to assist the SFHA by providing guidance and expertise on affirmative action, contract compliance, employment issues, integration strategies and inter-ethnic conflict; and

WHEREAS, the SFHA will reimburse the HRC for the compensation and benefits of such personnel utilized in accordance with this MOU in the total amount of $193,281.00 per year; and

WHEREAS, the terms of such assistance are set forth in a proposed Intergovernmental Memorandum of Understanding (MOU) between the SFHA and the HRC.

WHEREAS, reimbursement for such services are an eligible expenditure of and subject to available Comprehensive Grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to enter into an Intergovernmental Memorandum of Understanding with the Human Rights Commission for the purpose of providing guidance and expertise with respect to affirmative action, contract compliance, employment issues, integration strategies and inter-ethnic conflict. The Executive Director's authority is subject to available funding. Such MOU shall be in substantially the form attached to this resolution.

2. The Executive Director is authorized to take any and all steps necessary to carry out the intent of this Resolution.

3. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

S/Patrick O'Donahue — February, 1998
Patrick O'Donahue — Date
Assistant General Counsel

Discussion

Commissioner Fong made the motion to approve the resolution and Commissioner Byrd seconded the motion. **UNANIMOUSLY APPROVED**

(G) **RESOLUTION NO.** 4650
DATE ADOPTED: 2/26/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF HUMAN SERVICES FOR THE CITY AND COUNTY OF SAN FRANCISCO TO ASSIST IN THE DESIGN AND IMPLEMENTATION OF WELFARE-TO-WORK PROGRAMS FOR SFHA RESIDENTS IN AN AMOUNT NOT TO EXCEED $80,000.00

WHEREAS, the San Francisco Housing Authority (SFHA) and the Department of Human Services (DHS) wish to enter into an Intergovernmental Memorandum of Understanding for the purpose of coordinating efforts to develop, implement and monitor welfare-to-work programs for SFHA residents to avoid duplication of efforts and conflicting program requirements; and

WHEREAS, the DHS has offered to assist the SFHA by providing guidance and expertise on welfare-to-work initiatives and to coordinate both city wide efforts and the efforts of the SFHA in accordance with welfare reform policies; and

WHEREAS, the SFHA will assume responsibility for the cost of the compensation and benefits directly of such personnel utilized in accordance with this MOU in an estimated total amount of $80,000.00 per year; and

WHEREAS, the terms of such assistance are set forth in a proposed Intergovernmental Memorandum of Understanding (MOU) between the SFHA and the DHS; and

WHEREAS, costs associated with the MOU are an eligible expenditure and subject to available Operating, Section 8 and/or HOPE VI funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to enter into an Intergovernmental Memorandum of Understanding with the Department of Human Services for the purpose of providing guidance, and expertise with respect to affirmative action, contract compliance, employment issues, integration strategies and inter-ethnic conflict. The Executive Director's authority is subject to available funding.

2. The Executive Director is authorized to take any and all steps necessary to carry out the intent of this Resolution.

3. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Patrick O'Donahue — February, 1998
Patrick O'Donahue — Date
Assistant General Counsel

Discussion

Commissioner Moret made the motion to approve the resolution and Commissioner Byrd seconded the motion. **UNANIMOUSLY APPROVED**

(H)

RESOLUTION NO. 4651
DATE ADOPTED 2/26/98

RESOLUTION URGING THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO ISSUE EMERGENCY FUNDING UNDER THE 12998 COMPREHENSIVE GRANT PROGRAM (CGP) TO ADDRESS THE EFFECTS OF EL NINO ON SAN FRANCISCO HOUSING AUTHORITY (SFHA) DEVELOPMENTS

WHEREAS, on February 19, 1998, Commission President Sululagi Palega, Sr. and Commissioner Shirley Byrd together with Kevin Marchman, Assistant Secretary for Indian and Public Housing, toured various SFHA properties to view first hand the effects of El Nino on SFHA properties; and

WHEREAS, the constant rains occasioned by changes in the weather patterns resulting from El Nino have ravaged the roofing and exteriors of at least 350 SFHA buildings resulting in severe water damage to residential units; and

WHEREAS, rain soaked ground surrounding SFHA structures have shifted, causing sidewalks to lift and crack making accessibility to units dangerous and inaccessible to wheelchairs; and

WHEREAS, this Board of Commissioners wishes to urge the Department of Housing and Urban Development to authorize emergency 1998 CGP funding to the SFHA in the amount of at least $24 million dollars to address the conditions exacerbated by El Nino and to protect improvements made to SFHA property under its recovery efforts,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Commission of the Housing Authority of the City and County of San Francisco hereby supports the application of the SFHA to HUD for emergency 1998 CGP funding in the amount of at least $24 million to address the effects of El Nio on SFHA properties and urges HUD to approve as well as issue same without delay.

2. The Executive Director is authorized and directed to take all steps necessary to carry out the intent of this Resolution.

3. This Resolution becomes effective immediately.

Discussion

Commissioner Fong made a motion to approve the resolution and Commissioner Byrd seconded the motion.

APPROVED AS TO FORM AND LEGALITY;

S/Patrick O'Donahue
Patrick O'Donahue
Assistant General Counsel

12. EXECUTIVE SESSION

A closed session conference with Legal Counsel was held to discuss and take action upon personnel issues Pursuant to Government Code 54957 *et seq.* Also discussed was Resolution G, Authorizing the Executive Director to Enter into an intergovernmental agreement. Commissioners recessed for the Executive Session at 6:35 p.m.

13. RECONVENED

The regular meeting resumed at 9:06 p.m. with Commissioner Moret giving a report of the closed session discussion and to vote on the contract of Dr. McFarlin which is reflected in the section of Committee Report.

14. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Prior to breaking for the Executive Session, Commissioner Palega opened the Public Comments on non-agenda items. Most of the speakers spoke on Personal Protective Service and their treatment of the residents. Speakers on the non-agenda items were as follows:

Shirley Dotan
Vera Stewart
Evangelist Barnes
Betty J. Searcy

Charlesetta Holcomb thanked Mr. Davis for his contribution to her organization and requested funds from the Commission.

Helen Helfer spoke regarding Bernal dwellings RFP.
Rose Marie Loober regarding her eviction.

15. ADJOURNMENT

Commission Kitses made a motioned to adjourn at 9:10 p.m. and Commissioner Fong seconded the motion.

There being no further business to come before the Commission, the meeting of February 26, 1996 adjourned at 9:11 p.m. by consensus. The next regular meeting has been scheduled for March 12, 1998 at 440 Turk Street.

Ronnie Davis Executive Director	Sululagi Palega Commission President

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, MARCH 12, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE and AGENDA
March 12, 1998

DOCUMENTS DEPT.
MAR 2 0 1998
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PUBLIC LIBRARY

1. ROLL CALL:

PRESENT *Sululagi Palega, Sr., President*
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES

February 26, 1998

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution*

No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

10. UNFINISHED BUSINESS:

11. NEW BUSINESS:

A) Resolution Approving An Amendment To Add Funding Increment CA001VO0031 In The Amount Of $2,111,405.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

B) Resolution Approving An Amendment To Add Funding Increment CA00CE0041 In the Amount Of $201,564.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

C) Resolution Approving An Amendment To Add Funding Increment CA001CE0043 In The Amount Of $5,342,090.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

D) Resolution Approving An Amendment To Add Funding Increment CA001CE0044 In The Amount Of $10,658,256.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

E) Resolution Approving An Amendment To Add Funding Increment CA001CE0045 In The Amount Of $4,580,008.00 To Section 8 Annual Contributions Contract ("ACC") No. SF-618 And Authorizing Execution

F) Resolution Approving An Amendment To Annual Contributions Contract CA001P To Add Project No. CAPF0059401 In The Amount Of $4,465,227.00 For The Administration Of Hap For The Cecil Williams Glide Memorial Community House Apartments Under The Hud Community Investment Demonstration Program And Authorizing Execution

G) Resolution Authorizing The Executive Director To Execute A Grant Agreement With The United States Department Of Housing And Urban Development For The $23,230,641.00 Hope Vi Implementation Grant For The Valencia Gardens Housing Development

H) Resolution To Adopt And Implement Procedures To Ensure Lease Enforcement In All San Francisco Housing Authority Developments Though A System Of Ticketing Tenants For Non Threatening Lease Violations, Which Said Ticketing System Shall Lead To Possible Eviction Of Public Housing Tenants

I) Authorizing The Executive Director To Enter Into Negotiations To Execute A Three-Year Rental Agreement (With Option To Renew For An Additional Two Years) With Gentium Realty Investments, Inc. to Provide Supplemental Office Space To House San Francisco Housing Authority Operations In An Amount Not To Exceed $550,000.

J) Ratification, Confirmation And Approval Of The Executive Director's Decision To Expand The Scope Of Services Set Forth In Contract No. 97062 Dated October 23, 1997 By And Between Zirl Smith & Associates And The San Francisco Housing Authority ("The Authority"), As Amended On November 27, 1997, To Provide Training To Several Departments Of The Authority.

K) Security Services Contracts

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

13. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action upon personnel issues per Government Code Section 54957 *et seq.*

14. RECONVENING OF COMMISSION MEETING

15. ADJOURNMENT

Ann Davis
Acting Commission Secretary

CUỘC HỌP CỦA UỶ HỘI THUỘC SAN FRANCISCO
CƠ QUAN NHÀ Ở BẮT ĐẦU VÀO NGÀY
THỨ NĂM 12,THÁNG 3 NĂM 1998
LÚC 2 GIỜ TẠI 440 ĐƯỜNG TURK SAN FRANCISCO ,CALIFORNIA 94102

CHÚ THÍCH và CHƯƠNG TRÌNH
Tháng 3,ngày 12 năm 1998

1. ĐIỂM DANH:

SỰ HIỆN DIỆN. Sululagi Palega,Sr.,President
Paula Kitses,Vice President
Lee Alford,Commisioner
Shirley Byrd, Commisioner
Rev,Norman Fong,Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

2 TÁN THÀNH CHƯƠNG TRÌNH

3. TÁN THÀNH MỘT PHÚT
Tháng Hai 26,1998

4. THÔNG ĐẠT TOÀN THỂ

5. THỦ KÝ TƯỜNG TRÌNH

6. UỶ BAN TƯỜNG TRÌNH

7. HỘI-ĐỒNG TƯỜNG TRÌNH

8. ĐẠI BIỂU TÁ ĐIỀN TƯỜNG TRÌNH

9. BÌNH LUẬN CÔNG CỘNG TRONG CHƯƠNG TRÌNH

SỰ GHI CHÉP: Sự bình luận công cộng có cơ hội về mục hoạt động trong chương trình theo dõi do Uỷ nhiệm Cơ Quan Nhà Ở San Francisco theo luật lệ công cộng chứng nhận vào ngày 14/7/94 Nghị Quyết số 4297 và xét lại ngày 23/2/95 theo nghị quyết số 4423. Trước dinh hoãn sau mục số 11,sự bình luận công cộng sẽ có cơ hội

hội trình bày những tiết mục không nằm trong chương trình.

10. CÔNG VIỆC CHƯA HOÀN TẤT

11. CÔNG VIỆC MỚI

A) Nghị quyết chấp thuận tu chỉnh với số tài khoản tăng thêm CA00IVO0031 với số lượng là $2,111,405.00 cho đoạn 8 hạng nằm góp vào khế ước (ACC) số SF 618 và phê chuẩn thi hành.

B) Nghị quyết chấp thuận tu chỉnh với số tài khoản tăng thêm CA00CE0041 với số lượng là $201,564.00 cho đoạn 8 hạng nằm góp vào khế ước (ACC) số SF 618 và phê chuẩn thi hành.

C) Nghị quyết chấp thuận tu chỉnh với số tài khoản tăng thêm CA00CE0043 với số lượng là $5,342,090.00 cho đoạn 8 hạng nằm góp vào khế ước (ACC) số SF-618 và phê chuẩn thi hành.

D) Nghị quyết chấp thuận tu chỉnh với số tài khoản tăng thêm CA001CE44 với số lượng là $10,658,256.00 cho đoạn 8 hạng nằm góp vào khế ước (ACC) số SF-618 và phê chuẩn thi hành.

E) Nghị quyết chấp thuận tu chỉnh với số tài khoản tăng thêm CA001CE0045 với số lượng là $4,580,008.00 cho đoạn 8 hạng nằm góp vào khế ước (ACC) số SF-618 và phê chuẩn thi hành.

F) Nghị quyết chấp thuận tu chỉnh hạng nằm góp vào khế ước CA001P công thêm dự án số CAPF0059401 với số lượng là $4,465,227.00 thuộc về hành

chánh cuộc xảy ra ,về Cecil William Glide Memorial nhà xà hội dưới bộ phát triển nhà ở đô thị xã hội dầu tư chứng minh chương trình và phê chuẩn thi hành.

G) Nghi quyết Nhà-Đường Cục Trưởng ban chấp hành ,được thu hành khế ước với khu vực liên hiệp chung quốc của bộ phat triển nhà ở và đô thị với số tai khoảng $23,230,641.00 thuộc chuông trình hy vọng 6 tai trở để phát triển nởi chung cư trú ngụ Valencia Gardens.

H) Nghi quyết nhận va xuc tiến thử tục hợp đồng bắt buộc San Francisco Cơ Quan Nhà Ở trú ngụ tuỳ thuộc hệ thống của thế thưởng phat cho dan cư ngụ vi phạm trong luật hợp đồng . Hệ thống thế thưởng phat sẻ dẫn dầu có thể bi loại ra khỏi hội đồng nởi trú ngụ

I) Phê chuẩn trưởng ban chấp hành đi thẳng vào cuộc dam phám thi hành với sự hợp đồng thuê mướn trong thới hạn ba nắm (với quyến lua chon đổi mới thêm vào hai nắm) với sủ dầu tư cuả Gentium Realty InvestmentsInc. Đầu tư bất động sản có tên nởi dây để cung cấp vấn phong bổ trợ khoảng cách về nhà San Francisco Cơ Quan Nhà Ở điếu hành với số tài khoảng không quá $550.000

J) Sự chuẩn y chứng thức và chấp thuận thuộc về trưởng ban chấp hành quyết định mở mang thêm việc lam giới hạn ở ngòai hợp đồng số 97062 ngày 23 tháng 10 nắm 1997 giua Zirl Smith và liên kết với San Francisco Cơ Quan Nhà Ở (Nhà-Đường Cục) cai chính 27 tây tháng 10 nắm 1997,chương trình huấn luyện để giúp cho nhiều nởi

thuộc về nhà dưỡng cục

K) Liên lạc đến Ban An Ninh

12. BÌNH LUẬN CÔNG CỘNG KHÔNG CÓ TRONG CHƯƠNG TRÌNH

13. CHẤP HÀNH PHIÊN HỌP

Bế mạc phiên họp buổi điển thuyết thông qua pháp luật sử bản bạc thường nghị dam phán thảo luận và hoạt động trước toàn thể nhân viên do chính phủ điều lệ đoạn 54957 et seq

14 HỘI NGHỊ CUỘC HỌP UỶ HỘI

15. HOÃN LẠI

Ann Davis

Thay mặt Uỷ Hội Thủ Ký

三月市民房局董事会將於九八年三月十二星期四下午二時在禾街四四0號舉行會議

會議通告及程序

一九九八年三月十二日舉行

(一)董事出席芳名:
(二)通过会議程序:
(三)通过九八年二月廿六日会議記錄
(四)普通溝通:
(五)書記報告:
(六)小組委員会報告:
(七)顧問報告:
(八)任老代表報告:
(九)公衆对議程表意見——根據決議4297及4423,議案未通过前会衆可对當天提案發表意見
(十)舊事項:
(十一)新事項:

A.提議通过修正及執行下列議案 增加$211,405給第八段房租補助計劃的CA001V0003號款項

B.提議通过增加$201,564給第八段房租補助計劃的CA00CE0041號款項

C.提議通过修正增加$5,342,090給第八段房租補助計劃的CA001CE0043號款項

D.提議通过修正增加$10,658,256給第八段房租補助計劃的CA001CE0044號款項

E.提議通过修正增加$4,580,008給第八段房租補助計劃的CA001CE0045號款項

F.提議通过修正撥款$4,465,227以資助GLIDE MEMORIAL COMMUNITY所提供的社區房屋計劃

G.提議授权行政主任與联邦屋宇城市發展局簽約撥款$23,230,641給予第六號希望計劃中的VALENCIA GARDENS政府樓宇重建工程

H.提議接納實行新的民居局租約條例發票給違反某些租約條例的住客但發票而不會導致被本局迫迁的可能

I.授权行政主任簽訂一項不超过$550,000的租約合同(約滿可續兩年)以作本局辦事處之用

J.追認及確定行政主任於九七年十月廿三日所訂合同#97062的決定以擴展本局服務而提供訓練給本局數個部門的職員

K.樓宇治安及宵禁合同

(十二)公衆对議程外事項發表意見

(十三)閉門会議時間……共法律顧問商討人事上的問題

(十四)繼續董事会議

(十五)散会

处理董事書記 Ann Davis

Заседание Комиссии Жилищного Управления Сан-Франциско состоится в феврале, 12 марта 1998 г. в 14 часов по адресу 440 Turk St., San Francisco, California 94102

Извещение и повестка дня.
12 марта 1998 г.

1. Начало заседания.
   Присутствуют: Сумулаи Палега, президент
   Пола Кицес, вице-президент
   Ли Алфорд, член комиссии
   Ширли Бёрд, член комиссии
   пастор Норман Вонг, член комиссии
   Ричард Форд, член комиссии
   Марисса Морет, член комиссии
2. Утверждение повестки дня.
3. Обсуждение результатов предыдущего собрания (26 февраля 1998 г.)
4. Общее обсуждение.
5. Отчет секретаря Комиссии.
6. Отчет комитетов.
7. Отчет консультанта.
8. Отчет представителя жильцов.
9. Замечания присутствующих по вопросам повестки дня.

Замечание: присутствующим будет предоставлена возможность выступить по вопросам повестки дня прежде чем Комиссия примет по ним какое-либо решение. В соответствии с правилами регулирующими выступления представителей общественности Жилищного Управления Сан-Франциско, резолюция № 4279, принята 14 июля 1994г. пересмотрено 23 февраля 1995, резолюция № 4423. Перед окончанием заседания, после пункта № 11, представители общественности получат возможность выступить по вопросам, не стоящим в повестке дня.

10. Незавершенные дела.

11. Новые вопросы.

A) Резолюция о выделении $ 2, 111, 405. 00 на 8-ю Программу

B) Резолюция о дополнительном выделении $ 201, 564. 00 на 8-ю Программу

C) Резолюция о дополнительном выделении $ 5, 342, 090. 00 на 8-ю Программу

D) Резолюция о дополнительном выделении $ 10, 658, 256. 00 на 8-ю Программу

E) Резолюция о дополнительном выделении $ 4, 580, 008. 00 на 8-ю Программу.

F) Резолюция о выделении $ 4,465, 227. 00 на исполнение специальной программы министерства Городского и Жилищного Развития на комплекс Сесил Глайд Мемориал Коммюнити Хаус Апартментс.

G) Резолюция разрешающая Исполнительному Директору заключить договор с министерством Городского и Жилищного развития США на получение гранта по программе „Надежда-6" в сумме $ 23,230,641.00 для комплекса „Валенсия Гарденс".

H) Резолюция о принятии и внедрении новой процедуры контроля за исполнением арендных договоров посредством системы штрафных талонов, выписываемых за нарушение жильцами договоров. Настоящая система штрафных талонов предполагает возможное выселение жильцов-нарушителей.

I) Разрешение Исполнительному Директору начать переговоры с Гентиум Риалти Инвестмент с, Инк. по договору об аренде на три года (с возможностью продления на два года). Этот договор предполагает аренду дополнительных помещений для размещения отдела операций Жилищного Управления Сан-Франциско на сумму не более $ 550,000.00.

J) Ратификация и утверждение решения Исполнительного Директора об увеличении спектра услуг, оказываемых компанией Зирл Смит и другие, согласно договору № 97062 от 23 октября 1997 г. Дополнения, обеспечивающие обучение разных отделов Управления, приняты 27 ноября 1997 г.

K) Контракты по обеспечению охраны.

12. Комментарии присутствующих по вопросам вне повестки дня.

13. Исполнительная сессия.

Закрытая конференция с адвокатом-консультантом для обсуждения и принятия решений по вопросам найма в соответствии с параграфом 54957.

14. Продолжение заседания Комиссии.

15. Окончание.

Энн Дэйвис
И.О. Секретаря Комиссии.

SAN FRANCISCO HOUSING AUTHORITY

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DATE: February 26, 1998

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: **RONNIE DAVIS, Secretary/Executive Director**

SUBJECT: **RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001VO0031 IN THE AMOUNT OF $2,111,405.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION**

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001VO0031. This new increment provides for the continued funding of expiring ACCs under the Section 8 Voucher Program. The total budget authority for the new increment is for $2,111,405.00 and contract authority for $1,689,124.00. Approval of this resolution will not provide new certificates, but will ensure that families will continue to receive subsidies under the Section 8 Program if they are currently being subsidized by an expiring ACC.

I urge your approval.
Prepared by Lawrence Andrews, 554-1220

42710

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001VO0031 IN THE AMOUNT OF $2,111,405.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001VO0031; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Shirley Bonne

March 3 / 1998

Legal Counsel

Prepared by Lawrence Andrews, 554-1220

Consolidated Annual Contributions Contract
Rental Certificate Program and Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Section 8

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1. Definitions

ACC. Annual contributions contract.

ACC Reserve Account. An account established by HUD for a program from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Annual Contributions Contract. The contract for each funding increment. HUD's commitment to make payments for each funding increment ("project") listed in the funding exhibit constitutes a separate ACC.

Budget Authority. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

Consolidated Annual Contributions Contract (consolidated ACC). The consolidated contract for the HA certificate program and voucher program. HUD's commitment to make payments for each funding increment in a program constitutes a separate ACC. However, commitments for all the funding increments are listed in this consolidated ACC.

Contract Authority. The maximum annual payment by HUD to the HA for a funding increment. The amount of contract authority for each funding increment in a program is listed in the funding exhibit for the program.

Fiscal Year. The HA fiscal year. The funding exhibit states the last month and day of the HA fiscal year.

Funding Exhibit. An exhibit to the consolidated ACC. The funding exhibit states the amount and term of funding for a program. There are separate funding exhibits for the HA certificate program and voucher program.

Funding Exhibit A. The funding exhibit for the HA certificate program.

Funding Exhibit B. The funding exhibit for the HA voucher program.

Funding Increment (also called a "Project"). Each commitment of budget authority by HUD to the HA for a program under the consolidated ACC. The funding increments for the program are listed in the program funding exhibit.

HA. Housing agency.

Housing Agency (HA). The agency that has entered this consolidated ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

Program. The HA certificate program or voucher program.

Program Expenditures. Amounts which may be charged against program receipts in accordance with the consolidated ACC and HUD requirements.

Program Receipts. Amounts paid by HUD to the HA for a program, and any other amounts received by the HA in connection with the program.

Project. A funding increment for the program.

form HUD-52520 (11/93)

10. HUD Requirements

(a) The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan, and HUD-approved program funding applications.

(c) The HA must use the program forms required by HUD.

(d) The HA must proceed expeditiously with the programs under this consolidated ACC.

11. Use of Program Receipts

(a) The HA must use program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

(b) The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for a program.

(c) Interest on the investment of program receipts constitutes program receipts.

(d) If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

12. Administrative Fee Reserve

(a) The HA must maintain an administrative fee reserve for a program. The HA must credit to the administrative fee reserve the total of:
(1) The amount by which program administrative fees paid by HUD for a fiscal year exceed HA administrative expenses for the fiscal year, plus
(2) Interest earned on the administrative fee reserve.

(b) The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of program receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

(c) If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:
(1) Direct the HA to use the funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.
(2) Prohibit HA use of administrative fee reserve funds.

13. Depositary

(a) Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

(b) The HA must enter an agreement with the depositary institution in the form required by HUD.

(c) The HA may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.

(d) The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:
(1) The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.
(2) The depositary must permit withdrawals of deposited funds by HUD.

(e) If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

14. Program Records

(a) The HA must maintain complete and accurate books of account and records for a program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

(b) The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

(c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents, and records of the HA relevant to administration of the program, including the right to audit and to make copies.

(d) The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against program receipts.

15. Default by HA

(a) Upon written notice to the HA, HUD may take possession of all or any HA property, rights, or interests in connection with a program, including funds held by a depositary, program receipts, and rights or interests

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Representative: Date signed

X

Name & Official Title: (print or type)

Joyce L. Lee, Acting Director, Office of Public Housing, San Francisco

Housing Agency

SAN FRANCISCO HOUSING AUTHORITY

Name of Agency: (print or type)

Signature of Authorized Representative: Date signed

X RONNIE DAVIS - EXECUTIVE DIRECTOR

Name & Official Title: (print or type)

HUDCAPS for Windows Mon Dec 29 11:03:32 1997

File Edit Actions Options Window Help

Reservation Pricing Table (REST)

Funding Increment Number: CA001V00031

Housing Authority: CA001
SAN FRANCISCO HSG AUTH

FMR Area: SAN FRANCISCO

○ New ◉ Renewal
○ Cost Amendment

☐ Extended

Pricing Status
○ Incomplete
◉ Complete
○ Reserved
○ Delete All

	Bedroom Size	Number of Units	Fair Market Rent	Average Tenant Contribution	Average Tenant Income
1	0BR	34	603	198	692
2	1BR	26	781	244	849
3	2BR	72	987	283	1,012
4	3BR	50	1354	344	1,244
5	4BR	8	1432	397	1,482
6	5BR	1	1646	664	2,407

Total Units Priced:	191
Total Units in Expiring Increment:	191
Total HAP:	1,899,323
Total Administrative Fees:	212,082
Total Preliminary Fees:	0
Provision for Reserves:	0
Total Reservation Price:	2,111,405

Reservation Price Cap: N/A

Funding Term: 15 Months

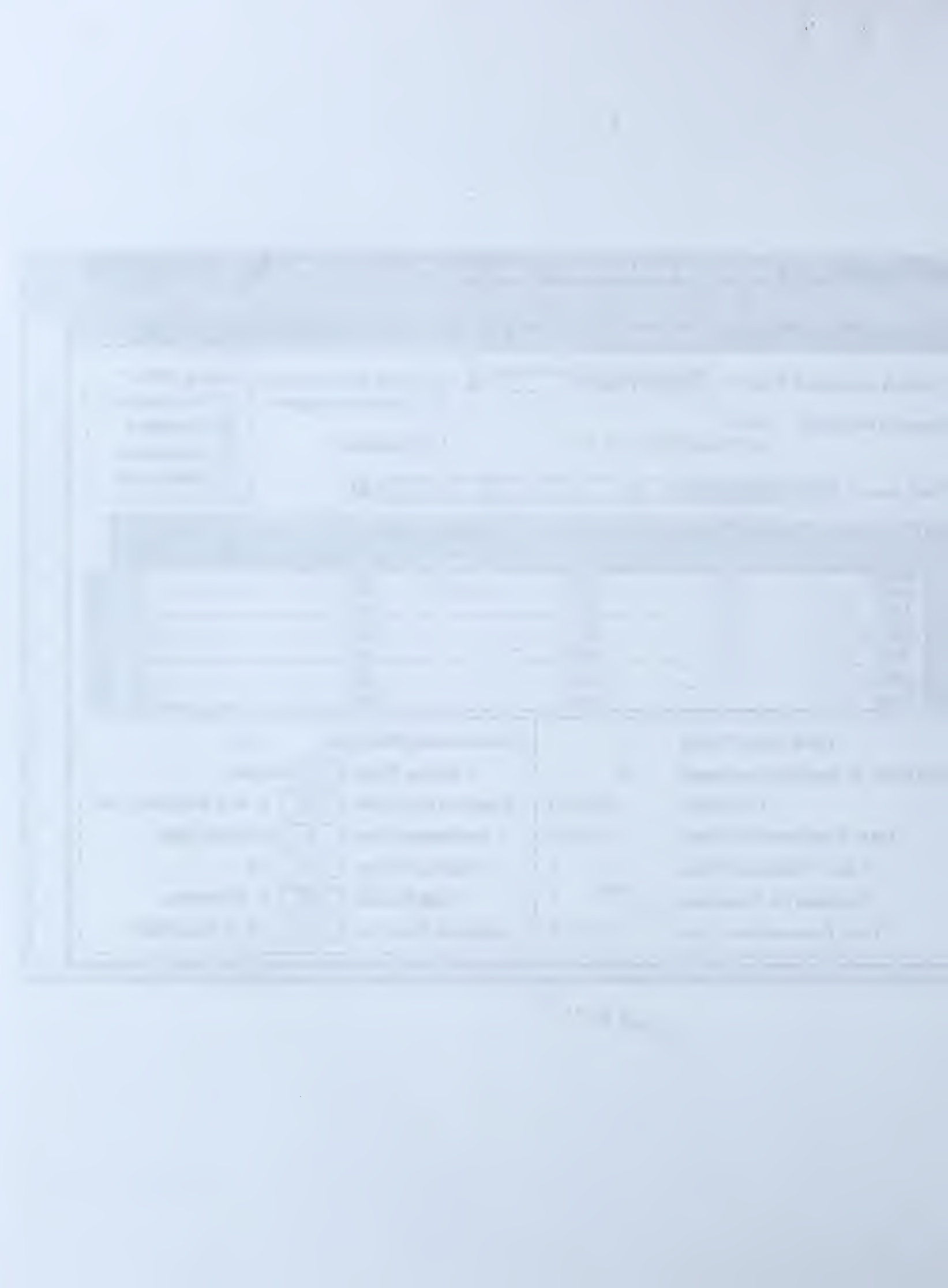
Administrative Fee: 7.50 % of 2 Bedroom FMR

Preliminary Fee: 0 Per New Unit

Inflation Factor: 0.00 %

Contribution: 0.00 % of Income

Calculate Price for: 94.00 % of Total FMR



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001VO

FIELD OFFICE: 9APH
OFFICE OF PUBLIC HOUSING

HA NUMBER: CA001
SAN FRANCISCO HSG AUTH
440 TURK STREET

SAN FRANCISCO , CA 941020000

HA FISCAL YEAR-END: 09/30

PROGRAM TYPE: VOUCHER PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001V00013	06/01/92	05/31/97	60	0	11,573,632
CA001V00014	09/01/92	08/31/97	60	0	1,410,603
CA001V00016	09/01/92	08/31/97	60	0	6,503,096
CA001V00017	07/01/93	06/30/98	60	1,066,878	2,933,914
CA001V00018	02/01/94	01/31/99	60	1,539,538	3,607,200
CA001V00022	09/01/94	08/31/99	60	1,214,257	11,352,215
CA001V00024	03/01/95	02/29/00	60	1,785,827	6,101,575
CA001V00026	12/01/94	11/30/97	36	0	2,216,592
CA001V00028	12/01/95	11/30/97	24	0	2,692,104
CA001V00029	09/01/97	08/31/98	12	345,492	345,492
CA001V00030	06/01/97	05/31/98	12	5,635,392	5,635,392
CA001V00031	12/01/97	02/28/99	15	1,689,124	2,111,405

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: February 20, 1998

TO: **SAN FRANCISCO HOUSING COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: **RONNIE DAVIS, Secretary/Executive Director**

SUBJECT: **RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0041 IN THE AMOUNT OF $201,564.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION**

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001CE0041. This new increment provides for replacement funding of an expiring Housing Assistance Payments Contract in Moderate Rehabilitation Program funding increment CA001MR0001. The contract authority for the new increment is for $201,564.00 which will provide continued subsidies for four (4) families for five years.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

42710

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0041 IN THE AMOUNT OF $201,564.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0041; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Legal Counsel

March 4, 1998
Date

Prepared by Lawrence Andrews, 554-1220

Consolidated Annual Contributions Contract
Rental Certificate Program and Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Section 8

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9. Budget and Requisition for Payment	2	20. Exclusion of Third Party Rights	4
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11. Use of Program Receipts	3		

1. Definitions

ACC. Annual contributions contract.

ACC Reserve Account. An account established by HUD for a program from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Annual Contributions Contract. The contract for each funding increment. HUD's commitment to make payments for each funding increment ("project") listed in the funding exhibit constitutes a separate ACC.

Budget Authority. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

Consolidated Annual Contributions Contract (consolidated ACC). The consolidated contract for the HA certificate program and voucher program. HUD's commitment to make payments for each funding increment in a program constitutes a separate ACC. However, commitments for all the funding increments are listed in this consolidated ACC.

Contract Authority. The maximum annual payment by HUD to the HA for a funding increment. The amount of contract authority for each funding increment in a program is listed in the funding exhibit for the program.

Fiscal Year. The HA fiscal year. The funding exhibit states the last month and day of the HA fiscal year.

Funding Exhibit. An exhibit to the consolidated ACC. The funding exhibit states the amount and term of funding for a program. There are separate funding exhibits for the HA certificate program and voucher program.

Funding Exhibit A. The funding exhibit for the HA certificate program.

Funding Exhibit B. The funding exhibit for the HA voucher program.

Funding Increment (also called a "Project"). Each commitment of budget authority by HUD to the HA for a program under the consolidated ACC. The funding increments for the program are listed in the program funding exhibit.

HA. Housing agency.

Housing Agency (HA). The agency that has entered this consolidated ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

Program. The HA certificate program or voucher program.

Program Expenditures. Amounts which may be charged against program receipts in accordance with the consolidated ACC and HUD requirements.

Program Receipts. Amounts paid by HUD to the HA for a program, and any other amounts received by the HA in connection with the program.

Project. A funding increment for the program.

form HUD-52520 (11/93)

10. HUD Requirements

(a) The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan, and HUD-approved program funding applications.

(c) The HA must use the program forms required by HUD.

(d) The HA must proceed expeditiously with the programs under this consolidated ACC.

11. Use of Program Receipts

(a) The HA must use program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

(b) The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for a program.

(c) Interest on the investment of program receipts constitutes program receipts.

(d) If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

12. Administrative Fee Reserve

(a) The HA must maintain an administrative fee reserve for a program. The HA must credit to the administrative fee reserve the total of:
(1) The amount by which program administrative fees paid by HUD for a fiscal year exceed HA administrative expenses for the fiscal year, plus
(2) Interest earned on the administrative fee reserve.

(b) The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of program receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

(c) If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:
(1) Direct the HA to use the funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.
(2) Prohibit HA use of administrative fee reserve funds.

13. Depositary

(a) Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

(b) The HA must enter an agreement with the depositary institution in the form required by HUD.

(c) The HA may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.

(d) The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:
(1) The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.
(2) The depositary must permit withdrawals of deposited funds by HUD.

(e) If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

14. Program Records

(a) The HA must maintain complete and accurate books of account and records for a program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

(b) The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

(c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents, and records of the HA relevant to administration of the program, including the right to audit and to make copies.

(d) The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against program receipts.

15. Default by HA

(a) Upon written notice to the HA, HUD may take possession of all or any HA property, rights, or interests in connection with a program, including funds held by a depositary, program receipts, and rights or interests

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Representative:

Date signed

X

Name & Official Title: (print or type)

JOYCE LEE ACTING DIRECTOR, Office of Public Housing
San Francisco

Housing Agency

Name of Agency: (print or type)

Signature of Authorized Representative:

Date signed

X RONNIE DAVIS-EXECUTIVE DIRECTOR

Name & Official Title: (print or type)

SAN FRANCISCO HOUSING AUTHORITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001CE

ELD OFFICE: 9APH
FICE OF PUBLIC HOUSING

NUMBER: CA001
N FRANCISCO HSG AUTH
0 TURK STREET

N FRANCISCO , CA 941020000

FISCAL YEAR-END: 09/30

OGRAM TYPE: CERTIFICATE PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001CE0008	11/01/81	10/31/96	180	0	14,273,076
CA001CE0010	07/01/85	06/30/00	180	424,620	6,993,660
CA001CE0011	07/01/85	06/30/00	180	318,240	4,773,600
CA001CE0012	07/01/85	06/30/00	180	1,025,736	15,829,704
CA001CE0014	11/01/85	10/31/00	180	1,590,360	22,017,872
CA001CE0018	05/01/92	04/30/97	60	0	4,737,157
CA001CE0020	12/01/91	11/30/96	60	0	7,632,525
CA001CE0021	02/01/92	01/31/97	60	0	2,838,877
CA001CE0023	04/01/92	03/31/97	60	0	10,538,364
CA001CE0025	01/01/93	12/31/97	60	4,850,845	16,384,670
CA001CE0026	08/01/93	07/31/98	60	1,328,304	5,910,587
CA001CE0027	02/01/94	01/31/99	60	1,539,538	3,674,902
CA001CE0031	07/01/94	01/31/97	31	0	3,380,073
CA001CE0032	08/01/94	07/31/98	48	613,054	2,452,216
CA001CE0034	11/01/94	10/31/97	36	307,180	921,540
CA001CE0036	02/01/95	01/31/98	36	0	11,158,248
CA001CE0037	12/01/95	11/30/97	24	1,831,915	3,663,830
CA001CE0038	12/01/95	11/30/97	24	4,558,644	9,117,288
CA001CE0039	11/01/96	10/31/97	12	4,264,644	4,264,644
CA001CE0040	12/01/96	11/30/97	12	3,408,672	3,408,672
CA001CE0041	07/01/97	06/30/98	12	201,564	201,564
CA001CE0042	11/01/97	10/31/98	12	115,752	115,752
CA001CE9003	11/01/97	10/31/98	12	3,960,296	3,960,296

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001VO

ELD OFFICE: 9APH
FICE OF PUBLIC HOUSING

NUMBER: CA001
N FRANCISCO HSG AUTH
O TURK STREET

N FRANCISCO , CA 941020000

FISCAL YEAR-END: 09/30

OGRAM TYPE: VOUCHER PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001VO0013	06/01/92	05/31/97	60	0	11,573,632
CA001VO0014	09/01/92	08/31/97	60	0	1,410,603
CA001VO0016	09/01/92	08/31/97	60	0	6,503,096
CA001VO0017	07/01/93	06/30/98	60	1,066,878	2,933,914
CA001VO0018	02/01/94	01/31/99	60	1,539,538	3,607,200
CA001VO0022	09/01/94	08/31/99	60	1,214,257	11,352,215
CA001VO0024	03/01/95	02/29/00	60	1,785,827	6,101,575
CA001VO0026	12/01/94	11/30/97	36	738,864	2,216,592
CA001VO0028	12/01/95	11/30/97	24	1,346,052	2,692,104
CA001VO0029	09/01/97	08/31/98	12	345,492	345,492
CA001VO0030	06/01/97	05/31/98	12	5,635,392	5,635,392

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: February 26, 1998

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: **RONNIE DAVIS, Secretary/Executive Director**

SUBJECT: **RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0043 IN THE AMOUNT OF $5,342,090.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION**

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001CE0043. This new increment provides for the continued funding of expiring ACCs under the Section 8 Certificate Program. The total budget authority for the new increment is for $5,342,090.00 and contract authority for $4,273,672.00. Approval of this resolution will not provide new certificates, but will ensure that families will continue to receive subsidies under the Section 8 Program if they are currently being subsidized by an expiring ACC.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0043 IN THE AMOUNT OF $5,342,090.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0043; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

March 4, 1998
Date

Legal Counsel

Prepared by Lawrence Andrews, 554-1220

Consolidated Annual Contributions Contract
Rental Certificate Program and Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Section 8

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5. Maximum Payments for Program	2	16. Fidelity Bond Coverage	4
6. Reduction of Amount Payable by HUD	2	17. Exclusion from Program	4
7. ACC Reserve Account	2	18. Conflict of Interest Provisions	4
8. Separate ACC for Funding Increment	2	19. Interest of Member of or Delegate to Congress	4
9. Budget and Requisition for Payment	2	20. Exclusion of Third Party Rights	4
10. HUD Requirements	3	21. Consolidated ACC	4
11. Use of Program Receipts	3		

1. Definitions

ACC. Annual contributions contract.

ACC Reserve Account. An account established by HUD for a program from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Annual Contributions Contract. The contract for each funding increment. HUD's commitment to make payments for each funding increment ("project") listed in the funding exhibit constitutes a separate ACC.

Budget Authority. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

Consolidated Annual Contributions Contract (consolidated ACC). The consolidated contract for the HA certificate program and voucher program. HUD's commitment to make payments for each funding increment in a program constitutes a separate ACC. However, commitments for all the funding increments are listed in this consolidated ACC.

Contract Authority. The maximum annual payment by HUD to the HA for a funding increment. The amount of contract authority for each funding increment in a program is listed in the funding exhibit for the program.

Fiscal Year. The HA fiscal year. The funding exhibit states the last month and day of the HA fiscal year.

Funding Exhibit. An exhibit to the consolidated ACC. The funding exhibit states the amount and term of funding for a program. There are separate funding exhibits for the HA certificate program and voucher program.

Funding Exhibit A. The funding exhibit for the HA certificate program.

Funding Exhibit B. The funding exhibit for the HA voucher program.

Funding Increment (also called a "Project"). Each commitment of budget authority by HUD to the HA for a program under the consolidated ACC. The funding increments for the program are listed in the program funding exhibit.

HA. Housing agency.

Housing Agency (HA). The agency that has entered this consolidated ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

Program. The HA certificate program or voucher program.

Program Expenditures. Amounts which may be charged against program receipts in accordance with the consolidated ACC and HUD requirements.

Program Receipts. Amounts paid by HUD to the HA for a program, and any other amounts received by the HA in connection with the program.

Project. A funding increment for the program.

10. HUD Requirements

(a) The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan, and HUD-approved program funding applications.

(c) The HA must use the program forms required by HUD.

(d) The HA must proceed expeditiously with the programs under this consolidated ACC.

11. Use of Program Receipts

(a) The HA must use program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

(b) The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for a program.

(c) Interest on the investment of program receipts constitutes program receipts.

(d) If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

12. Administrative Fee Reserve

(a) The HA must maintain an administrative fee reserve for a program. The HA must credit to the administrative fee reserve the total of:
(1) The amount by which program administrative fees paid by HUD for a fiscal year exceed HA administrative expenses for the fiscal year, plus
(2) Interest earned on the administrative fee reserve.

(b) The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of program receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

(c) If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:
(1) Direct the HA to use the funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.
(2) Prohibit HA use of administrative fee reserve funds.

13. Depositary

(a) Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

(b) The HA must enter an agreement with the depositary institution in the form required by HUD.

(c) The HA may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.

(d) The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:
(1) The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.
(2) The depositary must permit withdrawals of deposited funds by HUD.

(e) If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

14. Program Records

(a) The HA must maintain complete and accurate books of account and records for a program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

(b) The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

(c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents, and records of the HA relevant to administration of the program, including the right to audit and to make copies.

(d) The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against program receipts.

15. Default by HA

(a) Upon written notice to the HA, HUD may take possession of all or any HA property, rights, or interests in connection with a program, including funds held by a depositary, program receipts, and rights or interests

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Representative: Date signed

X

Name & Official Title: (print or type)

Joyce L. Lee, Acting Director, Office of Public Housing, San Francisco

SAN FRANCISCO HOUSING AUTHORITY

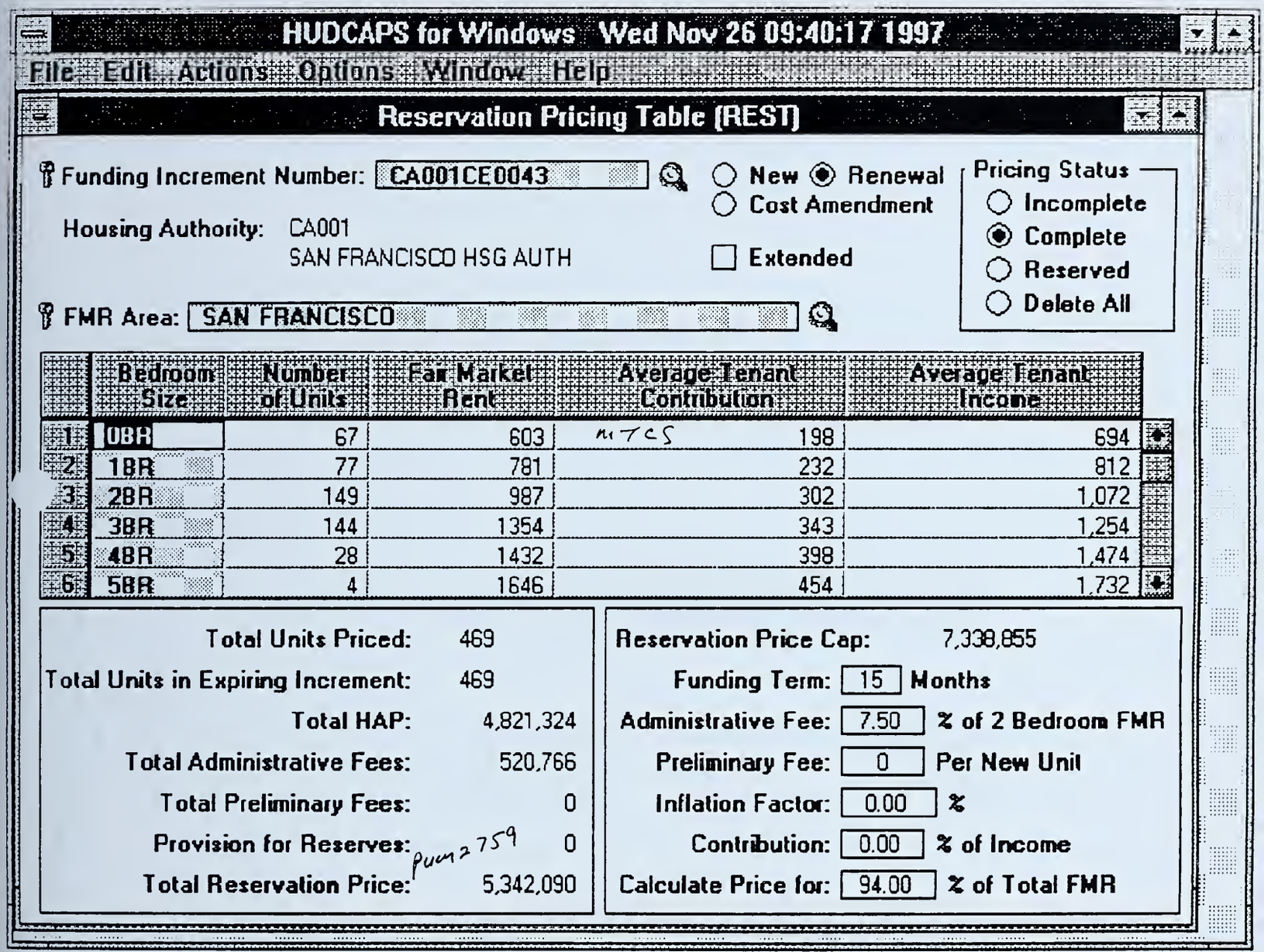
Housing Agency

Name of Agency: (print or type)

Signature of Authorized Representative: Date signed

X RONNIE DAVIS - EXECUTIVE DIRECTOR

Name & Official Title: (print or type)


HUDCAPS for Windows Wed Nov 26 09:40:17 1997
File Edit Actions Options Window Help
Reservation Pricing Table (REST)
Funding Increment Number: CA001CE0043
New Renewal
Cost Amendment
Extended
Pricing Status
Incomplete
Complete
Reserved
Delete All
Housing Authority: CA001
SAN FRANCISCO HSG AUTH
FMR Area: SAN FRANCISCO
Bedroom Size
Number of Units
Fair Market Rent
Average Tenant Contribution
Average Tenant Income
1 0BR 67 603 NICS 198 694
2 1BR 77 781 232 812
3 2BR 149 987 302 1,072
4 3BR 144 1354 343 1,254
5 4BR 28 1432 398 1,474
6 5BR 4 1646 454 1,732
Total Units Priced: 469
Total Units in Expiring Increment: 469
Total HAP: 4,821,324
Total Administrative Fees: 520,766
Total Preliminary Fees: 0
Provision for Reserves: pum 2759 0
Total Reservation Price: 5,342,090
Reservation Price Cap: 7,338,855
Funding Term: 15 Months
Administrative Fee: 7.50 % of 2 Bedroom FMR
Preliminary Fee: 0 Per New Unit
Inflation Factor: 0.00 %
Contribution: 0.00 % of Income
Calculate Price for: 94.00 % of Total FMR

FY96 Pum = 736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001CE

FIELD OFFICE: 9APH
OFFICE OF PUBLIC HOUSING

HA NUMBER: CA001
SAN FRANCISCO HSG AUTH
440 TURK STREET

SAN FRANCISCO , CA 941020000

HA FISCAL YEAR-END: 09/30

PROGRAM TYPE: CERTIFICATE PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001CE0010	07/01/85	06/30/00	180	424,620	6,993,660
CA001CE0011	07/01/85	06/30/00	180	318,240	4,773,600
CA001CE0012	07/01/85	06/30/00	180	1,025,736	15,829,704
CA001CE0014	11/01/85	10/31/00	180	1,590,360	22,017,872
CA001CE0018	05/01/92	04/30/97	60	0	4,737,157
CA001CE0021	02/01/92	01/31/97	60	0	2,838,877
CA001CE0023	04/01/92	03/31/97	60	0	10,538,364
CA001CE0025	01/01/93	12/31/97	60	0	16,384,670
CA001CE0026	08/01/93	07/31/98	60	1,328,304	5,910,587
CA001CE0027	02/01/94	01/31/99	60	1,539,538	3,674,902
CA001CE0031	07/01/94	01/31/97	31	0	3,380,073
CA001CE0032	08/01/94	07/31/98	48	613,054	2,452,216
CA001CE0034	11/01/94	10/31/97	36	0	921,540
CA001CE0036	02/01/95	01/31/98	36	0	11,158,248
CA001CE0037	12/01/95	11/30/97	24	0	3,663,830
CA001CE0038	12/01/95	11/30/97	24	0	9,117,288
CA001CE0039	11/01/96	10/31/97	12	0	4,264,644
CA001CE0040	12/01/96	11/30/97	12	0	3,408,672
CA001CE0041	07/01/97	06/30/02	60	40,313	201,564
CA001CE0042	11/01/97	10/31/98	12	115,752	115,752
CA001CE0043	11/01/97	01/31/99	15	4,273,672	5,342,090
CA001CE0044	12/01/97	02/28/99	15	8,526,605	10,658,256
CA001CE0045	01/01/98	03/31/99	15	3,664,006	4,580,008
CA001CE9003	11/01/97	10/31/98	12	3,960,296	3,960,296

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: February 26, 1998

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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PUBLIC LIBRARY

FROM: RONNIE DAVIS, Secretary/Executive Director

SUBJECT: RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0044 IN THE AMOUNT OF $10,658,256.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001CE0044. This new increment provides for the continued funding of expiring ACCs under the Section 8 Certificate Program. The total budget authority for the new increment is for $10,658,256.00 and contract authority for $8,526,605.00. Approval of this resolution will not provide new certificates, but will ensure that families will continue to receive subsidies under the Section 8 Program if they are currently being subsidized by an expiring ACC.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0044 IN THE AMOUNT OF $10,658,256.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0044; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

March 4, 1998
Date

Legal Counsel

Prepared by Lawrence Andrews, 554-1220

Consolidated Annual Contributions Contract
Rental Certificate Program and Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Section 8

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1. Definitions

ACC. Annual contributions contract.

ACC Reserve Account. An account established by HUD for a program from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Annual Contributions Contract. The contract for each funding increment. HUD's commitment to make payments for each funding increment ("project") listed in the funding exhibit constitutes a separate ACC.

Budget Authority. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

Consolidated Annual Contributions Contract (consolidated ACC). The consolidated contract for the HA certificate program and voucher program. HUD's commitment to make payments for each funding increment in a program constitutes a separate ACC. However, commitments for all the funding increments are listed in this consolidated ACC.

Contract Authority. The maximum annual payment by HUD to the HA for a funding increment. The amount of contract authority for each funding increment in a program is listed in the funding exhibit for the program.

Fiscal Year. The HA fiscal year. The funding exhibit states the last month and day of the HA fiscal year.

Funding Exhibit. An exhibit to the consolidated ACC. The funding exhibit states the amount and term of funding for a program. There are separate funding exhibits for the HA certificate program and voucher program.

Funding Exhibit A. The funding exhibit for the HA certificate program.

Funding Exhibit B. The funding exhibit for the HA voucher program.

Funding Increment (also called a "Project"). Each commitment of budget authority by HUD to the HA for a program under the consolidated ACC. The funding increments for the program are listed in the program funding exhibit.

HA. Housing agency.

Housing Agency (HA). The agency that has entered this consolidated ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

Program. The HA certificate program or voucher program.

Program Expenditures. Amounts which may be charged against program receipts in accordance with the consolidated ACC and HUD requirements.

Program Receipts. Amounts paid by HUD to the HA for a program, and any other amounts received by the HA in connection with the program.

Project. A funding increment for the program.

form HUD-52520 (11/93)

10. HUD Requirements

(a) The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan, and HUD-approved program funding applications.

(c) The HA must use the program forms required by HUD.

(d) The HA must proceed expeditiously with the programs under this consolidated ACC.

11. Use of Program Receipts

(a) The HA must use program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

(b) The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for a program.

(c) Interest on the investment of program receipts constitutes program receipts.

(d) If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

12. Administrative Fee Reserve

(a) The HA must maintain an administrative fee reserve for a program. The HA must credit to the administrative fee reserve the total of:

(1) The amount by which program administrative fees paid by HUD for a fiscal year exceed HA administrative expenses for the fiscal year, plus

(2) Interest earned on the administrative fee reserve.

(b) The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of program receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

(c) If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:

(1) Direct the HA to use the funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.

(2) Prohibit HA use of administrative fee reserve funds.

13. Depositary

(a) Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

(b) The HA must enter an agreement with the depositary institution in the form required by HUD.

(c) The HA may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.

(d) The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:

(1) The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.

(2) The depositary must permit withdrawals of deposited funds by HUD.

(e) If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

14. Program Records

(a) The HA must maintain complete and accurate books of account and records for a program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

(b) The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

(c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents, and records of the HA relevant to administration of the program, including the right to audit and to make copies.

(d) The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against program receipts.

15. Default by HA

(a) Upon written notice to the HA, HUD may take possession of all or any HA property, rights, or interests in connection with a program, including funds held by a depositary, program receipts, and rights or interests

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File Edit Actions Options Window Help

Reservation Pricing Table (REST)

Funding Increment Number: CA001CE0044

Housing Authority: CA001
SAN FRANCISCO HSG AUTH

FMR Area: SAN FRANCISCO

○ New ◉ Renewal
○ Cost Amendment

☐ Extended

Pricing Status
◉ Incomplete
○ Complete
○ Reserved
○ Delete All

	Bedroom Size	Number of Units	Fair Market Rent	Average Tenant Contribution	Average Tenant Income
1	0BR	135	603	198	694
2	1BR	154	781	232	812
3	2BR	298	987	302	1,072
4	3BR	287	1354	343	1,254
5	4BR	56	1432	398	1,474
6	5BR	7	1646	454	1,732

Total Units Priced:	937
Total Units in Expiring Increment:	937
Total HAP:	9,617,835
Total Administrative Fees:	1,040,421
Total Preliminary Fees:	0
Provision for Reserves:	0
Total Reservation Price:	10,658,256

Pum=758

Reservation Price Cap:	14,641,755
Funding Term:	15 Months
Administrative Fee:	7.50 % of 2 Bedroom FMR
Preliminary Fee:	0 Per New Unit
Inflation Factor:	0.00 %
Contribution:	0.00 % of Income
Calculate Price for:	94.00 % of Total FMR

FY 96 Pum = 736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001CE

FIELD OFFICE: 9APH
OFFICE OF PUBLIC HOUSING

HA NUMBER: CA001
SAN FRANCISCO HSG AUTH
440 TURK STREET

SAN FRANCISCO , CA 941020000

HA FISCAL YEAR-END: 09/30

PROGRAM TYPE: CERTIFICATE PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001CE0010	07/01/85	06/30/00	180	424,620	6,993,660
CA001CE0011	07/01/85	06/30/00	180	318,240	4,773,600
CA001CE0012	07/01/85	06/30/00	180	1,025,736	15,829,704
CA001CE0014	11/01/85	10/31/00	180	1,590,360	22,017,872
CA001CE0018	05/01/92	04/30/97	60	0	4,737,157
CA001CE0021	02/01/92	01/31/97	60	0	2,838,877
CA001CE0023	04/01/92	03/31/97	60	0	10,538,364
CA001CE0025	01/01/93	12/31/97	60	0	16,384,670
CA001CE0026	08/01/93	07/31/98	60	1,328,304	5,910,587
CA001CE0027	02/01/94	01/31/99	60	1,539,538	3,674,902
CA001CE0031	07/01/94	01/31/97	31	0	3,380,073
CA001CE0032	08/01/94	07/31/98	48	613,054	2,452,216
CA001CE0034	11/01/94	10/31/97	36	0	921,540
CA001CE0036	02/01/95	01/31/98	36	0	11,158,248
CA001CE0037	12/01/95	11/30/97	24	0	3,663,830
CA001CE0038	12/01/95	11/30/97	24	0	9,117,288
CA001CE0039	11/01/96	10/31/97	12	0	4,264,644
CA001CE0040	12/01/96	11/30/97	12	0	3,408,672
CA001CE0041	07/01/97	06/30/02	60	40,313	201,564
CA001CE0042	11/01/97	10/31/98	12	115,752	115,752
CA001CE0043	11/01/97	01/31/99	15	4,273,672	5,342,090
CA001CE0044	12/01/97	02/28/99	15	8,526,605	10,658,256
CA001CE0045	01/01/98	03/31/99	15	3,664,006	4,580,008
CA001CE9003	11/01/97	10/31/98	12	3,960,296	3,960,296

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Representative: Date signed

X

Name & Official Title: (print or type)

Joyce L. Lee, Acting Director, Office of Public Housing, San Francisco

Housing Agency

SAN FRANCISCO HOUSING AUTHORITY

Name of Agency: (print or type)

Signature of Authorized Representative: Date signed

X RONNIE DAVIS - EXECUTIVE DIRECTOR

Name & Official Title: (print or type)

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: February 26, 1998

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: RONNIE DAVIS, Secretary/Executive Director

SUBJECT: RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0045 IN THE AMOUNT OF $4,580,008.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001CE0045. This new increment provides for the continued funding of expiring ACCs under the Section 8 Certificate Program. The total budget authority for the new increment is for $4,580,008.00 and contract authority for $3,664,006.00. Approval of this resolution will not provide new certificates, but will ensure that families will continue to receive subsidies under the Section 8 Program if they are currently being subsidized by an expiring ACC.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0045 IN THE AMOUNT OF $4,580,008.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0045; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Legal Counsel

March 4, 1998
Date

Prepared by Lawrence Andrews, 554-1220

Consolidated Annual Contributions Contract
Rental Certificate Program and Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Section 8

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7. ACC Reserve Account	2	18. Conflict of Interest Provisions	4
8. Separate ACC for Funding Increment	2	19. Interest of Member of or Delegate to Congress	4
9. Budget and Requisition for Payment	2	20. Exclusion of Third Party Rights	4
10. HUD Requirements	3	21. Consolidated ACC	4
11. Use of Program Receipts	3		

1. Definitions

ACC. Annual contributions contract.

ACC Reserve Account. An account established by HUD for a program from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Annual Contributions Contract. The contract for each funding increment. HUD's commitment to make payments for each funding increment ("project") listed in the funding exhibit constitutes a separate ACC.

Budget Authority. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

Consolidated Annual Contributions Contract (consolidated ACC). The consolidated contract for the HA certificate program and voucher program. HUD's commitment to make payments for each funding increment in a program constitutes a separate ACC. However, commitments for all the funding increments are listed in this consolidated ACC.

Contract Authority. The maximum annual payment by HUD to the HA for a funding increment. The amount of contract authority for each funding increment in a program is listed in the funding exhibit for the program.

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Funding Exhibit. An exhibit to the consolidated ACC. The funding exhibit states the amount and term of funding for a program. There are separate funding exhibits for the HA certificate program and voucher program.

Funding Exhibit A. The funding exhibit for the HA certificate program.

Funding Exhibit B. The funding exhibit for the HA voucher program.

Funding Increment (also called a "Project"). Each commitment of budget authority by HUD to the HA for a program under the consolidated ACC. The funding increments for the program are listed in the program funding exhibit.

HA. Housing agency.

Housing Agency (HA). The agency that has entered this consolidated ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

Program. The HA certificate program or voucher program.

Program Expenditures. Amounts which may be charged against program receipts in accordance with the consolidated ACC and HUD requirements.

Program Receipts. Amounts paid by HUD to the HA for a program, and any other amounts received by the HA in connection with the program.

Project. A funding increment for the program.

form HUD-52520 (11/93)

10. HUD Requirements

(a) The HA must comply, and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

(b) The HA must comply with its HUD-approved administrative plan, equal opportunity housing plan, and HUD-approved program funding applications.

(c) The HA must use the program forms required by HUD.

(d) The HA must proceed expeditiously with the programs under this consolidated ACC.

11. Use of Program Receipts

(a) The HA must use program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

(b) The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for a program.

(c) Interest on the investment of program receipts constitutes program receipts.

(d) If required by HUD, program receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

12. Administrative Fee Reserve

(a) The HA must maintain an administrative fee reserve for a program. The HA must credit to the administrative fee reserve the total of:
(1) The amount by which program administrative fees paid by HUD for a fiscal year exceed HA administrative expenses for the fiscal year, plus
(2) Interest earned on the administrative fee reserve.

(b) The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of program receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

(c) If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:
(1) Direct the HA to use the funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.
(2) Prohibit HA use of administrative fee reserve funds.

13. Depositary

(a) Unless otherwise required or permitted by HUD, all program receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

(b) The HA must enter an agreement with the depositary institution in the form required by HUD.

(c) The HA may only withdraw deposited program receipts for use in connection with the program in accordance with HUD requirements.

(d) The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:
(1) The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.
(2) The depositary must permit withdrawals of deposited funds by HUD.

(e) If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

14. Program Records

(a) The HA must maintain complete and accurate books of account and records for a program. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

(b) The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

(c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents, and records of the HA relevant to administration of the program, including the right to audit and to make copies.

(d) The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against program receipts.

15. Default by HA

(a) Upon written notice to the HA, HUD may take possession of all or any HA property, rights, or interests in connection with a program, including funds held by a depositary, program receipts, and rights or interests

United States of America

Secretary of Housing and Urban Development

Signature of Authorized Representative: Date signed

X

Name & Official Title: (print or type)

Joyce L. Lee, Acting Director, Office of Public Housing, San Francisco

SAN FRANCISCO HOUSING AUTHORITY

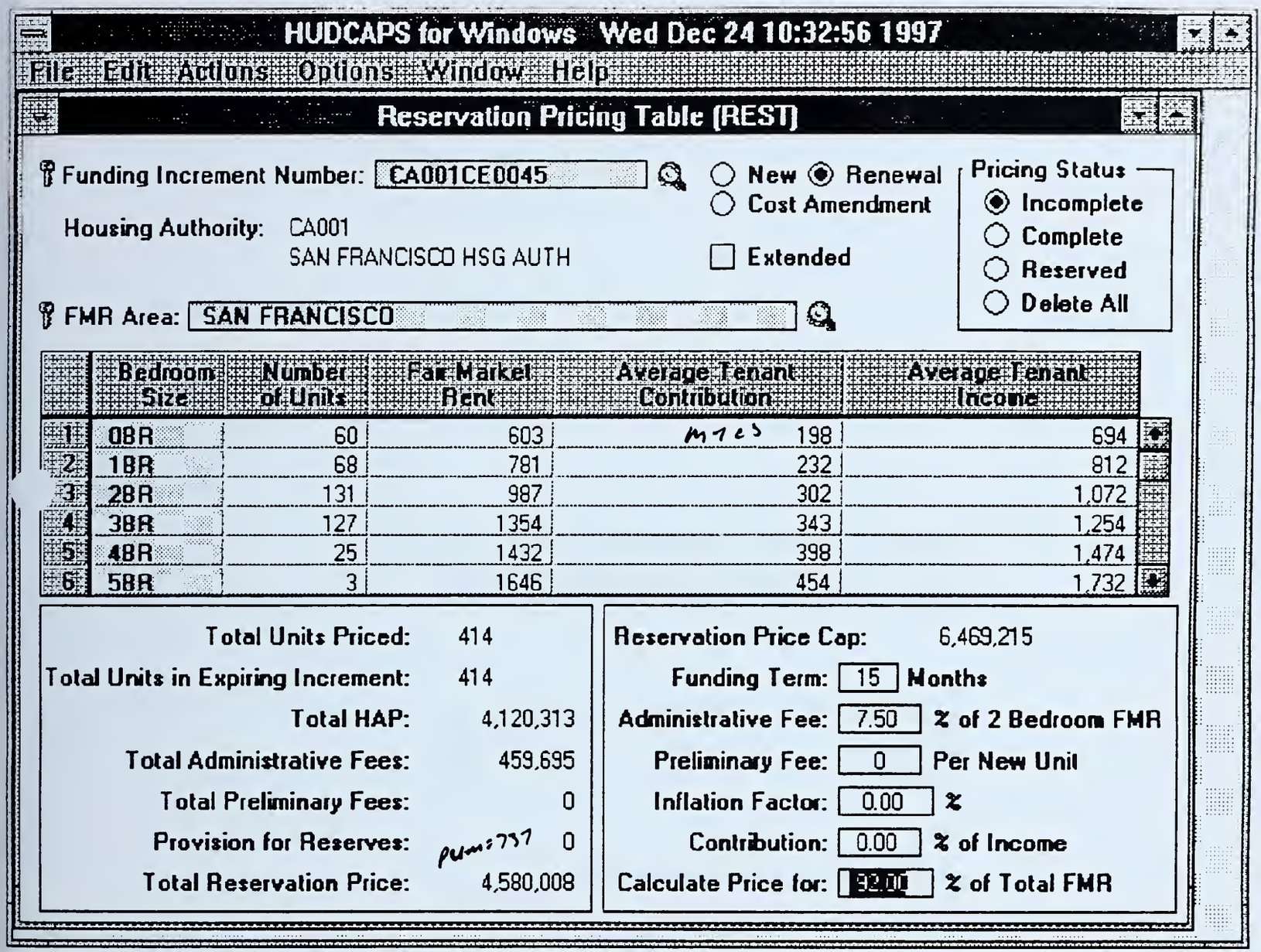
Housing Agency

Name of Agency: (print or type)

Signature of Authorized Representative: Date signed

X RONNIE DAVIS - EXECUTIVE DIRECTOR

Name & Official Title: (print or type)


HUDCAPS for Windows Wed Dec 24 10:32:56 1997
File Edit Actions Options Window Help
Reservation Pricing Table (REST)
Funding Increment Number: CA001CE0045
New Renewal
Cost Amendment
Extended
Pricing Status
Incomplete
Complete
Reserved
Delete All
Housing Authority: CA001
SAN FRANCISCO HSG AUTH
FMR Area: SAN FRANCISCO
Bedroom Size
Number of Units
Fair Market Rent
Average Tenant Contribution
Average Tenant Income
1 0BR 60 603 mtcs 198 694
2 1BR 68 781 232 812
3 2BR 131 987 302 1,072
4 3BR 127 1354 343 1,254
5 4BR 25 1432 398 1,474
6 5BR 3 1646 454 1,732
Total Units Priced: 414
Total Units in Expiring Increment: 414
Total HAP: 4,120,313
Total Administrative Fees: 459,695
Total Preliminary Fees: 0
Provision for Reserves: pum:737 0
Total Reservation Price: 4,580,008
Reservation Price Cap: 6,469,215
Funding Term: 15 Months
Administrative Fee: 7.50 % of 2 Bedroom FMR
Preliminary Fee: 0 Per New Unit
Inflation Factor: 0.00 %
Contribution: 0.00 % of Income
Calculate Price for: 92.00 % of Total FMR

FY96 Pum = 736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOP..T
PIH SECTION 8 - FUNDING EXHIBIT
PROGRAM-BASED

ACC NUMBER: CA001CE

FIELD OFFICE: 9APH
OFFICE OF PUBLIC HOUSING

HA NUMBER: CA001
SAN FRANCISCO HSG AUTH
440 TURK STREET

SAN FRANCISCO , CA 941020000

HA FISCAL YEAR-END: 09/30

PROGRAM TYPE: CERTIFICATE PROGRAM

FI NUMBER	FIRST DATE OF TERM	LAST DATE OF TERM	CONTRACT TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CA001CE0010	07/01/85	06/30/00	180	424,620	6,993,660
CA001CE0011	07/01/85	06/30/00	180	318,240	4,773,600
CA001CE0012	07/01/85	06/30/00	180	1,025,736	15,829,704
CA001CE0014	11/01/85	10/31/00	180	1,590,360	22,017,872
CA001CE0018	05/01/92	04/30/97	60	0	4,737,157
CA001CE0021	02/01/92	01/31/97	60	0	2,838,877
CA001CE0023	04/01/92	03/31/97	60	0	10,538,364
CA001CE0025	01/01/93	12/31/97	60	0	16,384,670
CA001CE0026	08/01/93	07/31/98	60	1,328,304	5,910,587
CA001CE0027	02/01/94	01/31/99	60	1,539,538	3,674,902
CA001CE0031	07/01/94	01/31/97	31	0	3,380,073
CA001CE0032	08/01/94	07/31/98	48	613,054	2,452,216
CA001CE0034	11/01/94	10/31/97	36	0	921,540
CA001CE0036	02/01/95	01/31/98	36	0	11,158,248
CA001CE0037	12/01/95	11/30/97	24	0	3,663,830
CA001CE0038	12/01/95	11/30/97	24	0	9,117,288
CA001CE0039	11/01/96	10/31/97	12	0	4,264,644
CA001CE0040	12/01/96	11/30/97	12	0	3,408,672
CA001CE0041	07/01/97	06/30/02	60	40,313	201,564
CA001CE0042	11/01/97	10/31/98	12	115,752	115,752
CA001CE0043	11/01/97	01/31/99	15	4,273,672	5,342,090
CA001CE0044	12/01/97	02/28/99	15	8,526,605	10,658,256
CA001CE0045	01/01/98	03/31/99	15	3,664,006	4,580,008
CA001CE9003	11/01/97	10/31/98	12	3,960,296	3,960,296

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: February 26, 1998

TO: **SAN FRANCISCO HOUSING COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: **RONNIE DAVIS, Secretary/Executive Director**

SUBJECT: **RESOLUTION APPROVING AN AMENDMENT TO ANNUAL CONTRIBUTIONS CONTRACT CA001P TO ADD PROJECT NO. CAPF0059401 IN THE AMOUNT OF $4,465,227.00 FOR THE ADMINISTRATION OF HAP FOR THE CECIL WILLIAMS GLIDE MEMORIAL COMMUNITY HOUSE APARTMENTS UNDER THE HUD COMMUNITY INVESTMENT DEMONSTRATION PROGRAM AND AUTHORIZING EXECUTION**

The resolution requests authorization to execute the Annual Contribution Contract (ACC) for new funding increment CA001P. This new increment provides for Housing Assistance Payments for the Cecil Williams Glide Community House which will be located at 330 Taylor Street, San Francisco, California. The Housing Authority will act as Contract Administrator for this new construction housing project developed by the California Public Employees' Retirement System (CALPERS) and Bridge Housing Corporation under HUD's Section 8 Community Investment Demonstration (Pension Fund) Program. The contract authority is for $343,479.00 and budget authority for the new increment is for $4,465,227.00 which will provide subsidies for twenty-nine (29) families over a thirteen year term.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION APPROVING AN AMENDMENT TO ANNUAL CONTRIBUTIONS CONTRACT CA001P TO ADD PROJECT NO. CAPF0059401 IN THE AMOUNT OF $4,465,227.00 FOR THE ADMINISTRATION OF HAP FOR THE CECIL WILLIAMS GLIDE MEMORIAL COMMUNITY HOUSE APARTMENTS UNDER THE HUD COMMUNITY INVESTMENT DEMONSTRATION PROGRAM AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001P; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Cecil Williams Glide Memorial Community House Apartments under HUD's Community Investment Demonstration Program is hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

for Patrick O'Donahue

Patrick O'Donohue
General Counsel

March 4, 1998
Date

Prepared by Lawrence Andrews, 554-1220

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION 8

Community Investment Demonstration Program

ANNUAL CONTRIBUTIONS CONTRACT: **CA001P** 0002

Project No. **CAPF0059401**
CECIL WILLIAMS GLIDE COMMUNITY HOUSE APARTMENTS

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Section 8 Community Investment Demonstration Program Annual Contributions Contract

1. PROJECT DESCRIPTION

Project Name: CECIL WILLIAMS GLIDE COMMUNITY HOUSE APARTMENTS

Address: 333 TAYLOR STREET
SAN FRANCISCO, CALIFORNIA 94102

Section 8 Project No. CAPF0059501

2. DEFINITIONS

ACC. Annual contributions contract.

ACC RESERVE ACCOUNT (project reserve). An account established by HUD for the project from amounts by which the maximum payment to the HA under the ACC (during a HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the project.

ANNUAL CONTRIBUTIONS CONTRACT. This contract.

BUDGET AUTHORITY. The maximum amount of funds available for payment to the HA over the term of a funding increment. Budget authority is authorized and appropriated by the Congress.

CONTRACT AUTHORITY. The maximum annual payment by HUD for a funding increment. The amount of contract authority for each funding increment is listed in the ACC funding exhibit.

FISCAL YEAR. The HA fiscal year. The funding exhibit states the last month and day of the HA fiscal year.

FUNDING EXHIBIT. An exhibit to this ACC. The funding exhibit states the amount and term of funding for the project.

FUNDING INCREMENT. A commitment of budget authority by HUD to the HA for the project. The funding increments for the project are listed in the funding exhibit.

HA. Housing agency (including Housing Finance Agencies).

HOUSING AGENCY (HA). The agency that has entered this ACC with HUD.

HUD. U.S. Department of Housing and Urban Development.

PROGRAM. The Section 8 community investment demonstration program.

PROJECT. The project described in Section 1 of the ACC. The project is assisted under the Section 8 community investment demonstration program.

PROJECT EXPENDITURES. Amounts which may be charged against project receipts in accordance with the ACC and HUD requirements.

PROJECT RECEIPTS. Amounts paid by HUD to the HA for the project, and any other amounts received by the HA in connection with the project.

3. **PROJECT**

The HA agrees to administer Section 8 assistance for the project pursuant to the housing assistance payments contract with the owner, for the remainder of the contract term.

4. **FUNDING FOR PROJECT**

A. The funding increments for the project are listed in the funding exhibit.

B. The amount of contract and budget authority for each funding increment is stated in the funding exhibit.

C. By giving written notice to the HA, HUD may revise the funding exhibit.

5. **TERM**

A. The funding exhibit states the first date and last date of the ACC term for each funding increment.

B. If the first or last date of the ACC term for a funding increment is not entered before the ACC is signed by the HA, HUD may enter the date subsequently, by giving written notice to the HA.

6. HUD PAYMENTS FOR PROJECT

A. HUD will make payments to the HA for the project in accordance with HUD regulations and requirements.

B. For each HA fiscal year, HUD will pay the HA the amount approved by HUD to cover:

1. Housing assistance payments by the HA for the project.

2. HA fees for administration of assistance of the project under the program. (See Funding Exhibit)

C. The amount of the HUD payment may be reduced, as determined by HUD, by the amount of project receipts (such as interest income) other than the HUD payment.

7. MAXIMUM PAYMENTS FOR PROJECT

A. ANNUAL LIMIT

Except for payments from the ACC reserve account, the HUD annual payments for the project during a fiscal year must not be more than the sum of the contract authority amounts for the funding increments under the ACC.

B. LIMIT ON PAYMENTS FOR FUNDING INCREMENT

The total amount of payments for any funding increment over the increment term must not exceed budget authority for the funding increment.

8. REDUCTION OF AMOUNT PAYABLE BY HUD

A. If HUD determines that the HA has failed to comply with any obligations under the ACC, HUD may reduce to an amount determined by HUD:

1. The amount of the HUD payment for any funding increment.

2. The contract authority or budget authority for any funding increment.

B. HUD must give the HA written notice of the reduction.

C. The HUD notice may include a revised funding exhibit to state the reduction in the amount of contract authority or budget authority for a funding increment.

9. ACC RESERVE ACCOUNT

An ACC reserve account may be established and maintained by HUD. The amount in the account is determined by HUD. The ACC reserve account may be used by HUD to pay any portion of the payment for the project approved by HUD for a fiscal year.

10. BUDGET AND REQUISITION FOR PAYMENT

A. Each fiscal year, the HA must submit to HUD an estimate of the HUD payments for the project. The estimate and supporting data must be submitted at such time and in such form as HUD may require, and are subject to HUD approval and revision.

B. The HA must requisition periodic payments on account of each annual HUD payment. Each requisition must be in the form prescribed by HUD. Each requisition must include certification by the HA that:

1. Housing assistance payments have been made in accordance with the housing assistance payments contract for the project, and in accordance with HUD requirements.

2. Units have been inspected by the HA in accordance with HUD requirements.

C. If HUD determines that payments by HUD to the HA for a fiscal year exceed the amount of the annual payment approved by HUD for the fiscal year, the excess must be applied as determined by HUD. Such applications determined by HUD may include, but are not limited to, application of the excess payment against the amount of the annual payment for a subsequent fiscal year. The HA must take any actions required by HUD respecting the excess payment, and must, upon demand by HUD, promptly remit the excess payment to HUD.

11. HUD REQUIREMENTS

A. The HA must comply, and must require owners of the project to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

B. The HA must administer assistance for the project in accordance with the housing assistance payments contract as prescribed by HUD.

C. The HA must use the program forms required by HUD.

12. USE OF PROJECT RECEIPTS

A. The HA must use project receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay program expenditures.

B. The HA must not make any program expenditures, except in accordance with the HUD-approved budget estimate and supporting data for the project.

C. Interest on the investment of project receipts constitutes project receipts.

D. If required by HUD, project receipts in excess of current needs must be promptly remitted to HUD or must be invested in accordance with HUD requirements.

13. ADMINISTRATIVE FEE RESERVE

A. The HA must maintain an administrative fee reserve for the project. The HA must credit to the administrative fee reserve the total of:

1. The amount by which administrative fees paid by HUD to the HA for a fiscal year exceed HA administrative expenses for the fiscal year, plus

2. Interest earned on the administrative fee reserve.

B. The HA must use funds in the administrative fee reserve to pay administrative expenses in excess of project receipts. If any funds remain in the administrative fee reserve, the HA may use the administrative reserve funds for other housing purposes if permitted by State and local law.

C. If the HA is not adequately administering any Section 8 program in accordance with HUD requirements, HUD may:

1. Direct the HA to use administrative fee reserve funds to improve administration of the Section 8 program or for reimbursement of ineligible expenses.

2. Prohibit HA use of administrative fee reserve funds.

14. DEPOSITARY

A: Unless otherwise required or permitted by HUD, all project receipts must be promptly deposited with a financial institution selected as depositary by the HA in accordance with HUD requirements.

B. The HA must enter an agreement with the depositary institution in the form required by HUD.

C. The HA may only withdraw deposited project receipts for use in connection with the program in accordance with HUD requirements.

D. The agreement with the depositary institution must provide that if required under a written notice from HUD to the depositary:

1. The depositary must not permit any withdrawal of deposited funds by the HA unless withdrawals by the HA are expressly authorized by written notice from HUD to the depositary.

2. The depositary must permit withdrawals of deposited funds by HUD.

E. If approved by HUD, the HA may deposit under the depositary agreement monies received or held by the HA in connection with any contract between the HA and HUD.

15. PROGRAM RECORDS

A. The HA must maintain complete and accurate books of account and records concerning HA administration of Section 8 assistance for the project. The books and records must be in accordance with HUD requirements, and must permit a speedy and effective audit.

B. The HA must furnish HUD such financial and program reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by HUD.

C. HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all HA offices and facilities, and to all the books, documents and records of the HA relevant to administration Section 8 assistance for the project, including the right to audit and to make copies.

D. The HA must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against project receipts.

16. **DEFAULT BY HA**

A. Upon written notice to the HA, HUD may take possession of all or any HA property, rights or interests in connection with HA administration of assistance for the project, including funds held by a depositary, project receipts, and rights or interests under the contract for housing assistance payments for the project, if HUD determines that:

1. The HA has failed to comply with any obligations under this ACC; or

2. The HA has failed to comply with obligations under the contract for housing assistance payments for the project, or has failed to take appropriate action, to HUD's satisfaction or as directed by HUD, for enforcement of the HA's rights under the contract for housing assistance payments (including requiring actions by the owner to cure a default, termination or reduction of housing assistance payments, termination of the contract for housing assistance payments, or recovery of overpayments); or

3. The HA has made any misrepresentation to HUD of any material fact.

B. HUD's exercise or non-exercise of any right or remedy under the ACC is not a waiver of HUD's right to exercise that or any other right or remedy at any time.

17. **FIDELITY BOND COVERAGE**

The HA must carry adequate fidelity bond coverage, as required by HUD, of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

18. **INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this ACC or to any benefits which may arise from it.

19. **EXCLUSION OF THIRD PARTY RIGHTS**

A. A family that is eligible for housing assistance under the ACC is not a party to or third party beneficiary of the ACC.

B. Nothing in the ACC shall be construed as creating any right of any third party to enforce any provision of this ACC, or to assert any claim against HUD or the HA.

20. ACC

The ACC is a contract between HUD and the HA.

SIGNATURES:

HOUSING AGENCY

SAN FRANCISCO HOUSING AUTHORITY
Name of Housing Agency

Signature Date signed

By: RONNIE DAVIS, EXECUTIVE DIRECTOR
Print or type the name and official title of person who signs

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

Signature Date signed

By:
Print or type the name and official title of person who signs

ANNUAL CONTRIBUTIONS CONTRACT

SECTION 8: COMMUNITY INVESTMENT PENSION PROGRAM (PENSION FUND)

FUNDING EXHIBIT

HOUSING AUTHORITY (HA) NAME: SAN FRANCISCO HOUSING AUTHORITY

HA TAX IDENTIFICATION NUMBER (TIN): 94-6002959
HA FISCAL YEAR END: SEPTEMBER 30

ACC NUMBER: CA001P
HAP CONTRACT NUMBER: CAPF0059401
SECTION 8 PROJECT NUMBER: CAPF0059401

PROJECT NO.	ACCT CODE	FIRST DATE OF TERM	HA ADMIN. FEE	LAST DATE OF TERM	CONTRACT AUTHORITY	BUDGET AUTHORITY
CAPF0059401	PFP		$16,791 1/	2/	$343,479	$4,465,227

1/: HA ADMIN. FEE = ANNUAL ADMINISTRATIVE FEE OF 5% OF THE 2 BDRM FMR x NUMBER OF UNITS ASSISTED IN HAP CONTRACT.

2/: THIS ACC SHALL TERMINATE, AT THE EARLIER OF, OR AT THE TERMINATION OF HAP CONTRACT CAPF0059401.

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: **Ronnie Davis, Secretary/Executive Director**

DATE: **February 3, 1998**

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE $23,230,641.00 HOPE VI IMPLEMENTATION GRANT FOR THE VALENCIA GARDENS HOUSING DEVELOPMENT

This Resolution will authorize the Executive Director to execute a Grant Agreement for the 1997 HOPE VI Implementation Grant for Valencia Gardens. The SFHA submitted a Fiscal Year 1997 HOPE VI Grant Application for Valencia Gardens to HUD in July 1997 for $23,230,641. The application was approved for that amount and HUD has provided the SFHA with a Grant Agreement for the program to be executed by the Executive Director.

The HOPE VI Implementation Grant will enable the SFHA to renovate existing housing and to develop infill housing at the Valencia Gardens site and provide newly constructed replacement housing at an additional site in the Mission District of San Francisco. Federal funding will be leveraged through a host of community, public, and/or private partnerships. The HOPE VI Implementation Grant includes a budget for the development and implementation of Family Self-Sufficiency programs.

Once this Resolution would be approved, staff will submit the required HUD-1044 form, secure the environmental review sign-off from the local HUD Office, and prepare the Final Revitalization Plan with in the required ninety (90) day time limit for the date of the execution of the Grant Agreement. Upon HUD's approval of the Revitalization Plan, the SFHA will be allowed to draw-

RESOLUTION NO. _____
DATE ADDOPTED: _____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE $23,230,641.00 HOPE VI IMPLEMENTATION GRANT FOR THE VALENCIA GARDENS HOUSING DEVELOPMENT

WHEREAS, the U.S. Secretary of Housing and Urban Development invited the San Francisco Housing Authority (SFHA) to apply for the Fiscal Year 1997 HOPE VI Implementation Grant funds to redevelop severely distressed public housing that combines low-income housing with viable, competitive and marketable housing and leverage funding through partnerships with residents and private entities; and

WHEREAS, the SFHA identified Valencia Gardens as a site which qualifies for HOPE VI Implementation Grant Application; and

WHEREAS, in July 1997, the SFHA submitted an application for a $23,230,641 HOPE VI Implementation Grant for Valencia Gardens; and

WHEREAS, on October 6, 1997 HUD sent a letter approving the grant application for $23,230,641 and on October 30, 1997 the SFHA received a letter from the HUD Office of Public Housing Investments asking that SFHA execute a Grant Agreement between the SFHA and HUD; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute the Grant Agreement with the United States Department of Housing and Urban Development for the $23,230,641.00 HOPE VI Implementation Grant for the Valencia Gardens Housing Development.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

Signature

A Horney

Title

March 3, 1998

Date

(Materials Prepared for Barbara T. Smith by Catherine Lee - Housing Development)

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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DATE: March 4, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: **RESOLUTION TO ADOPT AND IMPLEMENT PROCEDURES TO ENSURE LEASE ENFORCEMENT IN ALL SAN FRANCISCO HOUSING AUTHORITY DEVELOPMENTS THOUGH A SYSTEM OF TICKETING TENANTS FOR NON THREATENING LEASE VIOLATIONS, WHICH SAID TICKETING SYSTEM SHALL LEAD TO POSSIBLE EVICTION OF PUBLIC HOUSING TENANTS.**

It is my goal to provide safe, sanitary and decent housing to all tenants of the San Francisco Housing Authority. To that end, I propose a lease violation ticketing system which will serve as a lease enforcement tool and maintain the quality of life that each of our tenants deserve. Further, implementation of this policy will improve our PHMAP rating, ultimately leading to better HUD approval scores.

Approval of this resolution will create a policy of issuing tickets to tenants who violate the terms of their leases. This system shall be used only for those individuals who violate the lease in non threatening ways. Those tenants who threaten the health, safety and quiet enjoyment of their neighbors or Housing Authority staff will still be subject to a three day notice of eviction, and no tickets will be issued.

Property Managers who recognize and document that a tenant is violating his or her lease may issue a ticket to inform the resident of the alleged lease violation. Each ticket is grievable if the tenant feels the ticket was issued unfairly. If a tenant receives a ticket for

a non threatening lease violation, the tenant will receive three points on their record. Once a tenant accumulates twelve points on their record in any one twelve month period, that tenant can be evicted.

I urge the adoption of the attached resolution.

RESOLUTION NO. _____
DATE ADOPTED: _____

RESOLUTION TO ADOPT AND IMPLEMENT PROCEDURES TO ENSURE LEASE ENFORCEMENT IN ALL SAN FRANCISCO HOUSING AUTHORITY DEVELOPMENTS THROUGH A SYSTEM OF TICKETING TENANTS FOR NON THREATENING LEASE VIOLATIONS, WHICH SAID TICKETING SYSTEM SHALL LEAD TO POSSIBLE EVICTION OF PUBLIC HOUSING TENANTS.

WHEREAS, the San Francisco Housing Authority (SFHA) administers its conventional housing program through the Admissions and Continued Occupancy Policy (ACOP), which was adopted in November of 1997, and

WHEREAS, the SFHA has determined the need to enforce each of the lease provisions adopted under the ACOP; and

WHEREAS, the SFHA has created a ticketing system which will provide a system to track lease violations, standardize behaviors and actions which are considered to be violations of the lease, and provide notice to tenants who violate the lease and create an opportunity to come into compliance with the lease; and

WHEREAS, the ticketing system is fully outlined in the attached "Addendum to the ACOP"; and

WHEREAS, the SFHA has obtained tenant input on the ticketing process; and

WHEREAS, the SFHA has given written notice to the tenants that this program is being put in place, and made considerable effort to ensure the tenant receives said notice in his or her language of choice and the SFHA has and is continuing to undertake significant tenant outreach to ensure each and every tenant knows of and understands the implications of this ticketing system; and

WHEREAS, the SFHA staff who are responsible for implementing this ticketing system have been fully trained in the system; and

WHEREAS, implementation of this program is one of the requirements of the PHMAP program, and tracking and acting on lease violations will improve SFHA's standing with HUD, and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority adopts the attached "Addendum to the Admissions and Continued Occupancy Policy".

2. The San Francisco Housing Authority shall begin issuing tickets to tenants of the properties by March 30, 1998. Said tickets may be the basis for evictions, when appropriate.

3. This resolution shall become effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin
Acting Deputy General Counsel

3-4-98
Date

Material prepared by Sterrett Brandt, Esq.

Addendum to the San Francisco Housing Authority
Policies Governing
Resident Admission and Continued Occupancy

V. MISCELLANEOUS

G. TICKETING PROCEDURES:

1. Official ticketing will begin on March 30, 1998, after approximately a three week period during which warning tickets will be issued to tenants.

2. **What tickets will be issued for:**

   a. Tickets will be given to tenants for housekeeping violations, and other lease violations which do not create a danger to other tenants or SFHA staff.

   b. Tickets will not be issued for lease violations which create a danger to the health or safety of other tenants or SFHA staff. The lease violations for which tickets will not be given are:

      (1) Possession of dogs not authorized by SFHA on SFHA property,

      (2) Illegal or unauthorized possession of firearms,

      (3) A tenant, a member of tenant's household or any person under the tenant's control engaging in any activity which threatens the health, safety, or right to peaceful enjoyment of any premises of other residents or SFHA employees, or and drug-related criminal activity on or off of SFHA property.

      (4) Non-payment or late payment of rent will not be ticketed for the first six months of the program, but once the program is fully developed, non-payment and late payment of rent shall be ticketable offenses.

   c. The list of lease violations, attached as Appendix B., will be used to describe to the offending tenant exactly which provision of the lease has been violated.

3. **The significance of a ticket:**

    a. Each ticket counts as three points against the tenant's record.

    b. Once a tenant accumulates twelve points on their record, within a twelve month period, there is good cause for eviction.

        (1) The tenant receiving the ticket can protest the ticket any time up to seventy two (72) hours following the issuance of the ticket.

        (2) To protest a ticket, the tenant must come to the property manager's office and obtain a grievance form, which will be sent to the legal department of the SFHA at 440 Turk Street, San Francisco.

            (a) Alternatively, the tenant can write a letter protesting the ticket, and send it to either their Property Manager's Office, or to the Legal Department at 440 Turk Street.

        (3) Once a ticket has been protested or grieved, the tenant is entitled to a full hearing in compliance with SFHA hearing process rules.

    c. Once the tenant has received twelve points, they will be served with a 30 day notice to quit.

        (1) The tenant will then have a chance to grieve the eviction process.

4. **Procedures for giving tickets:**

    a. Tickets can be issued only by the property managers or Customer Services District Managers.

        (1) Before a ticket is issued, the issuing party must have some evidence that the violation has occurred. This evidence could be

            (a) Photographic evidence,

            (b) A signed statement by the issuing party (i.e. the Property Manager) that the violation occurred,

            (c) Any other eyewitness evidence that could be used in court.

    b. Tickets in booklets of 25 will be distributed to the Managers and District Managers.

    c. Each ticket has a unique number on it, which is used for tracking purposes. Each property management office must

account for each ticket within each booklet issued to that office.

(1) The district manager or the property manager will sign upon receipt of a booklet of tickets.

(2) Each ticket is created in triplicate:

(a) The original ticket is sent to the Administrative Office at 440 Turk, along with all the evidence of the violation collected by the manager.

(1) The original of each ticket must be sent to the administration office on the same day it is written.

(b) The second copy of the ticket is given (in person) to the offending tenant (not the violator).

(c) The third copy of the ticket will be kept in the tenant's file in the property management office.

5. Process for filing out a ticket:

a. Each ticket (a copy of which is Appendix C) must have the tenant's name and address at the top.

1. Social Security Number, date of birth, phone number and employer are all optional.

b. In the section listed as "The nature of the violation", the property manager must describe the violation (such as "trash was thrown out of a window of 1234 Doe Street on Monday, August 15, 1954").

1. The manager must indicate what section or sections of the lease have been violated.

2. The managers will be provided with a list, Appendix B, so they may identify the sections of the lease being violated.

c. The manager must get as much information as possible about the person actually committing the violation.

d. The manager must sign the ticket, under penalty of perjury, indicating that they are ready to testify about the information contained in the ticket. Therefore, they must have personal hand knowledge of the facts described in the ticket.

San Francisco Housing Authority

TICKET

DISTRICT

COMPLAINT NO.

SIGNATURE

TO TENANTS: NOTICE

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING COMPLAINT. IF YOU BELIEVE THIS TICKET HAS BEEN INCORRECTLY ISSUED, YOU HAVE **72 HOURS** TO CONTACT THE PROPERTY MANAGER'S OFFICE. AFTER **72 HOURS**, THIS TICKET CANNOT BE REVOKED AND MAY BE USED AS THE BASIS FOR AN EVICTION ACTION.

TENANT: _____

ADDRESS: _____

UNIT NO: _____ CITY: _____

SSN: _____ DOB: _____ PH: _____

EMPLOYER: _____

NATURE OF VIOLATION

DESCRIPTION OF VIOLATION: _____

_____

_____

_____

_____

_____

LEASE SECTION: _____

PTS: _____

VIOLATOR INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE: ____

SSN: _____ DOB: _____

RELATIONSHIP TO TENANT: _____

ARREST ☐YES ☐NO OFFENSE: _____

WARRANT NO. _____

THE TENANT NAME INSCRIBED ABOVE IS IN RECEIPT OF THIS NOTICE OF VIOLATION OF THE CONDITIONS OF OCCUPANCY OF THE SFHA DWELLING LEASE ON _____ 19 ___ AT _____ , _____ M.

THE OFFENSE DESCRIBED ABOVE WAS OBSERVED BY THE ISSUING SFHA EMPLOYEE WHO, HEREIN STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED IN THE CITY AND COUNTY OF SAN FRANCISCO.

_____

SIGNATURE DATE

4(D)	extended guest
4(D)	add-on household member violates eligibility and screening requirements
4(E)	live-in aide ineligible for residency
6(B)	failure to provide complete and accurate information at the time of re-examination
6(C)	failure to report change in income, family composition
6(F)	failure to comply with mandatory interim rent review
8(A)	excessive utility usage
8(E)	failure to pay for repair of damage(s) to SFHA property
9 - 13(M)	pet (other than dog) prohibited
10(B)	failure to submit to annual inspection of the unit
11(A)	failure to comply to mandatory transfer
13(A)	subleasing
13(B)	presences of boarders and/or lodgers
13(C)	use of residence as unlawful business
13(D)	poor housekeeping standards
13(E)	creation of unsanitary condition
13(F)	failure to dispose of garbage in clean/safe manner
13(G)	excessive wear and tear of physical facilities
13(H)	vandalism of SFHA property
13(I)	tampering of gas/electrical lines
13(J)	failure to pay for damages
13(K)	disturbing neighbors
13(L)	failure to accept responsibility for negligent actions of guest
13(O)	tolerance of unhealthy condition(s)
13(P)	repair/alteration of residence without permission
13(Q)	possession of unauthorized waterbed
13(R)	mechanical repair of heavy machinery and/or motor vehicle(s)
13(S)	non-designated parking
13(T)	failure to remove unauthorized vehicle
13(U)	trespassing
15(B)	failure to notify SFHA of damage to residence
16(A)	failure to notify SFHA of lease termination
21(D)	false statement(s)/misrepresentation(s)

SAN FRANCISCO HOUSING AUTHORITY

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DATE: March 5, 1998

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary / Executive Director

SUBJECT: **AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS TO EXECUTE A THREE-YEAR RENTAL AGREEMENT (WITH OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS) WITH GENTIUM REALTY INVESTMENTS, INC. TO PROVIDE SUPPLEMENTAL OFFICE SPACE TO HOUSE SAN FRANCISCO HOUSING AUTHORITY OPERATIONS IN AN AMOUNT NOT TO EXCEED $550,000.**

I respectfully request authorization to enter negotiations to execute a three year Rental Agreement (with option to renew for an additional two years) between the San Francisco Housing Authority and Gentium Realty Investments, Inc., for 6,000 square feet of supplemental office space located at 1237 Van Ness Avenue, San Francisco. The funding level during this five year period shall not exceed $550,000. This funding will be used for:

1. Rental payment
2. Fixtures, furniture and equipment, as required
3. Parking
4. Relocation expenses

Funding for this rental agreement is anticipated to be as follows: $550,000 from the Section 8 Reserve budget. The entire Section 8 Department shall be moved from 440 Turk to 1237 Van Ness Avenue.

I strongly recommended adoption of this resolution approving the negotiation of a Rental Agreement between the San Francisco Housing Authority and Gentium Realty Investments, Inc.

Prepared by William North, Legal Department Head

RESOLUTION NO. _____
DATE ADOPTED: _____

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS TO EXECUTE A THREE-YEAR RENTAL AGREEMENT (WITH OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS) WITH GENTIUM REALTY INVESTMENTS, INC. TO PROVIDE SUPPLEMENTAL OFFICE SPACE TO HOUSE SAN FRANCISCO HOUSING AUTHORITY OPERATIONS IN AN AMOUNT NOT TO EXCEED $550,000

WHEREAS, the San Francisco Housing Authority (the Authority) headquarters located at 440 Turk Street lacks sufficient space to house each and every department; and

WHEREAS, the San Francisco Housing Authority desires to maximize efficient operations by relocating to and / or retaining key management and professional services at 440 Turk; and

WHEREAS, the Authority and its departments have discussed the ramifications of relocation with those departments to be impacted; and

WHEREAS, the Authority wishes to enter into negotiations to execute a Rental Agreement with Gentium Realty Investments, Inc. for that certain office space located at 1237 Van Ness Avenue, and

NOW, THEREFORE:

1. The Executive Director is authorized to enter into negotiations to sign a three year rental agreement (with option to renew for an additional two years) between the San Francisco Housing Authority and Gentium Realty Investments, Inc. for 6,000 square feet of supplemental office space located at 1237 Van Ness Avenue in an amount not to exceed $550,000.00, subject to any necessary HUD approvals.

2. The resolution shall be effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Approved _____ MAY 5 '98

Mr. Patrick O'Donahue
Legal Counsel

Date

a6c1E

SAN FRANCISCO HOUSING AUTHORITY

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DATE: March 5, 1998

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary / Executive Director

SUBJECT: RATIFICATION, CONFIRMATION AND APPROVAL OF THE EXECUTIVE DIRECTOR'S DECISION TO EXPAND THE SCOPE OF SERVICES SET FORTH IN CONTRACT NO. 97062 DATED OCTOBER 23, 1997 BY AND BETWEEN ZIRL SMITH & ASSOCIATES AND THE SAN FRANCISCO HOUSING AUTHORITY ("THE AUTHORITY"), AS AMENDED ON NOVEMBER 27, 1997, TO PROVIDE TRAINING TO SEVERAL DEPARTMENTS OF THE AUTHORITY.

I respectfully request ratification, confirmation and approval of the Executive Director's decision to amend Contract No. 97062 dated October 23, 1997, a copy of which is attached, for a sum not to exceed $40,000.

Funding for this contract amendment is anticipated to be as follows: $40,000 from the Comprehensive Grant Program.

I strongly recommended adoption of this resolution.

Prepared by: William North

RESOLUTION NO. _____
DATE ADOPTED: _____

RATIFICATION, CONFIRMATION AND APPROVAL OF THE EXECUTIVE DIRECTOR'S DECISION TO EXPAND THE SCOPE OF SERVICES SET FORTH IN CONTRACT NO. 97062 DATED OCTOBER 23, 1997 BY AND BETWEEN ZIRL SMITH & ASSOCIATES AND THE SAN FRANCISCO HOUSING AUTHORITY ("THE AUTHORITY"), AS AMENDED ON NOVEMBER 27, 1997, TO PROVIDE TRAINING TO SEVERAL DEPARTMENTS OF THE AUTHORITY.

WHEREAS, the San Francisco Housing Authority (the Authority) has engaged the professional services of Zirl Smith & Associates for, and

WHEREAS, the San Francisco Housing Authority desires to maximize benefits derived from Zirl Smith & Associates' efforts in connection with its scope of work ("scope") as set forth in Contract No. 97062 dated October 23, 1997, and

WHEREAS, the Executive Director elected to amend the scope to include desk location training in the areas of supervision, administration, program management and operations, as required, and

WHEREAS, the fees in connection with this contract amendment shall not exceed forty thousand dollars ($40,000.00), as to be evidenced in appropriate invoices.

NOW, THEREFORE:

RATIFICATION, CONFIRMATION AND APPROVAL OF THE BOARD OF COMMISSIONERS DECISION TO EXPAND THE SCOPE OF SERVICES SET FORTH IN CONTRACT NO. 97062 DATED OCTOBER 23, 1997 BY AND BETWEEN ZIRL SMITH & ASSOCIATES AND THE SAN FRANCISCO HOUSING AUTHORITY ("THE AUTHORITY"), AS AMENDED ON NOVEMBER 27, 1997, TO PROVIDE TRAINING TO SEVERAL DEPARTMENTS OF THE AUTHORITY.

1. The Commission ratifies, confirms and approves of the Executive Director's decision to expand the scope of services set forth in Contract No. 97062 dated October 23, 1997 by and between Zirl Smith & Associates and the San Francisco Housing Authority, as amended on November 27, 1997, to provide training to several departments of the Authority.

2. The resolution shall be effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Prepared by: William North

Patrick O'

Mr. Patrick O'Donahue
Legal Counsel

Mar 5 '98

Date

Prepared by: William North

AGREEMENT TO PROVIDE ASSISTANCE IN TRANSFERRING RESPONSIBILITY

FROM THE

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TO THE

SAN FRANCISCO HOUSING AUTHORITY

CONTRACT NO. 97062

Agreement made and entered into this Twenty-Third day of October, 1997 by and between the San Francisco Housing Authority (the "Local Authority") and Zirl Smith & Associates, Inc. (the "Consultant").

W I T N E S S E T H

WHEREAS, the Local Authority wishes to retain the Consultant and the Consultant wishes to provide Assistance in Transferring Responsibility from the Department of Housing and Urban Development to the San Francisco Housing Authority, and

WHEREAS, the Consultant has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Local Authority and the Consultant agree as follows:

1. **Project Description:**

   This Project is to provide expert advice and assistance during the transferring of responsibility from the Department of Housing and Urban Development (HUD) to the Local Authority as presented in the Scope of Services below and will provide assistance to the Local Authority's Executive Office, legal and other appropriate staff members.

2. **Scope of Services:**

   The scope of services to be provided during this engagement are as follows:

   1. Conduct and prepare an in-depth examination of existing conditions at the Local Authority which will include date collection and analysis;

   2. Assist the Local Authority in the preparation of a comprehensive transfer of responsibility process; and

   3. Prepare an action plan not to exceed a period of two (2) years which will include goals, objectives, policies, and procedures for the transfer of responsibility to the Local Authority.

3. Incorporation:

All requirements of the Request for Proposals and the representations made in the Consultant's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. Schedule of Performance:

This engagement should not exceed six (6) calendar months from the time that the Consultant receives a Notice to Proceed from the Local Authority. The services of the Consultant shall commence within (5) working days of the Local Authority's Notice to Proceed date and shall be completed on or before the agreed upon Completion Date for the work.

5. Compensation:

A. Fee Schedule.

Hourly Rate $150.00

B. Reimbursables. The Local Authority will pay the Consultant for the Reimbursable Expenses listed below up to a maximum amount of $15,000.00. The Reimbursable Expenses are included in the total Agreement amount.

(1) Travel costs incurred in the normal course of Agreement performance as agreed to by the Local Authority's Contract Monitor for the work.

(2) Long distance telephone calls and long distance telefax costs.

(3) Courier services and overnight delivery costs.

(4) Reproduction and postage costs of required Agreement documents.

C. Total payment under this contract shall not exceed One Hundred Thousand Dollars and No Cents ($100,000.00). The Consultant will invoice the Local Authority for a ten (10) percent retainer fee payable upon Contract signing. The retainer fee will be used to fund travel costs as outlined in item 5.,B.,(1) above and is included as part of the $100,000.00 Contract.

The Local Authority will be invoiced monthly for the professional services fees and the allowable reimbursables as incurred. Compensation shall be paid to the

Consultant upon receipt and approval by the Local Authority of an invoice setting forth work actually completed including the retainer fee.

This Agreement shall terminate on October 22, 1998, unless otherwise modified in writing prior to such termination.

6. **Invoices and Payments:**

The Consultant will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Local Authority. Payment to the Consultant will normally be made within 30 days upon receipt of invoice and verification by the Local Authority of services rendered and expenses incurred. The Local Authority may withhold payment to the Consultant pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required the terms of this Agreement.

7. **Invoices Shall be Transmitted to:**

SAN FRANCISCO HOUSING AUTHORITY
Post Office Box 423630
San Francisco, CA 94124-3640

Attention: Finance Department

Payment of approved amounts shall be transmitted to:

Zirl Smith & Associates, Inc.
300 South Wacker Drive
Chicago, Illinois 60626

Notices that may be issued by the parties shall be transmitted to the above address.

8. **Independent Consultant:**

In the performance of the services hereunder, the Consultant shall be an independent Consultant and not an employee of the Local Authority. The employees furnished by the Consultant to perform the work shall be deemed to be the Consultant's employees exclusively and said employees shall be paid by the Consultant for all services. The Consultant shall be responsible for all obligations and reports covering Social Security,

Unemployment Tax and other reports required by any applicable State or Federal law. Consultant shall not have authority to act on behalf of the Local Authority in any capacity whatsoever nor to bind the Local Authority to any obligation whatsoever.

9. Indemnification:

The Local Authority will indemnify, defend and save harmless the Consultant, its officers, agents and employees from any and all claims, losses and liability arising from or resulting from the employment relationship between the Local Authority and its staff in the good faith performance by the Consultant of its obligations herein and/or the direct supervision and management of Local Authority staff.

10. Termination:

The Local Authority may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Consultant or circumstances beyond the control of Consultant. In the event the Local Authority terminates this Agreement for convenience, the Consultant, within ten (10) days of receiving such notice, shall submit an invoice to the Local Authority in an amount which represents the compensation for services actually performed to the date of termination and for which the Consultant has not been previously compensated. Upon payment of the sum found due, the Local Authority shall be under no further obligation to the Consultant financial or otherwise.

11. Insurance:

The Consultant shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Local Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Consultant's performance of this Agreement with the

Local Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Local Authority.

A. The Consultant will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Consultant has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

(3) Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

The Consultant and the Local Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Consultant's fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents, Employees and members of the HUD Recovery Team.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Local Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract Division

(4) Certificates of Insurance, in form and with insurers satisfactory to the Local Authority, evidencing all coverages above, shall be furnished to the Local Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Local Authority, at the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract Division

(5) Any coverages which the Consultant proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Local Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Local Authority shall not relieve or decrease the liability of the Consultant hereunder. This Agreement shall terminate immediately, without notice to the Consultant, upon any lapse of required insurance coverage. The Consultant shall be advised that should the Consultant through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Local Authority, it will be the intention of the Local Authority to recoup these costs from the Consultant.

12. Assignment:

The Consultant shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Local Authority. In no event shall the Consultant assign the duties to be performed under this Agreement.

13. **Labor Standard Requirements:**

The Consultant shall pay applicable wage rates according to the U. S. Department of Labor.

14. **Employment Practices:**

In the performance of this agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. **Anti-Kickback:**

The Consultant shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Consultant shall report all suspected or reported violations to the Local Authority.

16. **Drug-Free Workplace:**

The Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on Authority premises. The Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns shall be deemed a material breach of contract.

17. Work Hours and Safety Standards Act:

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Consultant hereby declares that it is in compliance with said provisions.

18. Administrative Remedy for Contract Interpretation:

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

19. Interest of Members of the Local Authority or Government Officials:

The Provisions of the Local Authority's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

20. Applicable Law and Venue:

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the City and County of San Francisco.

21. Ordinances:

The Consultant shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

22. Retention and Inspection of Records:

Access shall be given by the Consultant to the Local Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Local Authority has made final payment and all other pending matters are closed.

23. Entire Agreement:

This Agreement constitutes the entire understanding between the Local Authority and the Consultant concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street

San Francisco, CA 94102

Telephone Number: (415) 554-1296

Title: Acting Executive Director

11/17/97

Date

ZIRL SMITH & ASSOCIATES, INC.

300 South Wacker Drive

Chicago, Illinois 60626

Telephone Number: (312) 986-0595

Title: Vice President

Nov 1, 1997

Date

CONCURRED BY:

Title: Contracting Officer

Nov. 17, 1997

Date

Addendum To Contract #97062
Scope of Services

The scope of services section of the San Francisco Housing Authority contract number 97062 will be revised as follows:

	Work Tasks	Completion Dates
1.	Conduct and prepare an in-depth examination of existing conditions at the Local Authority which will include data analysis of the seven (7) key operational areas.	Nov 15-Dec 15
2.	Develop a "Swift Assistance Plan" for Public Housing Authority's (PHA) review and approval.	Nov 15-Dec 15
3.	Install administrative and organizational improvements in the Human Resources Department.	Nov 15-Dec 15
4.	Evaluate the financial impact of the HUD Recovery Program on the Authority and make recommendations.	Nov 15-Dec 15
5.	Conduct desk location training in the areas of supervision, administration, program management and operations as required by the Executive Monitor or Executive Director within financial and time constratins.	TBD*

For Zirl Smith & Associates, Inc. — Date: Nov 17, 1997

For the San Francisco Housing Authority — Date: 11/17/97

SAN FRANCISCO HOUSING AUTHORITY

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TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Bird, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/ Executive Director

DATE: March 5, 1998

SUBJECT: **SECURITY SERVICES CONTRACTS**

I have placed Security Service Contracts on the March 12, 1998 Commission agenda for approval. On February 3, 1998 interviews were held with twelve (12) security service firms in response to a Request For Proposals (RFP) advertised by the Authority in January 1998. A panel was assembled comprised of authority staff and public housing residents. Based on the selection criteria, panel scores and competitive bid process a listing of qualified firms has been established. Of the twelve (12) security firms responding to the RFP, ten (10) were determine to be responsive.

Firms responding to the RFP are as follows:

1. A-1 Security Services
2. Cal State Patrol
3. Burns International
4. Ideal Protective
5. McCoy's Patrol
6. Western Security Bureau (W.S.B.) and Assoc.
7. Personal Protective Services
8. Bay Patrol
9. Intervention Agency

10. Black Bear Security
11. Cypress(non responsive)
12. Golden Gateway Security(disqualified due to "no show" on interview)

From the establish list of qualified firms, firms will be selected on an as needed basis. The establishment of a ranking list will afford several qualified firms to provide security services to family and senior developments on an as needed basis.

In November 1997, the Board approved contracts for security services from Personal Protective Services, WSB and Burns International through December 31, 1997. Security services are on going at Authority facilities based upon specific security needs and resident safety as determine by the Authority.

This resolution seeks to ratify funds expended for the period January 1, 1998 -February 28,1998 for Personal Protective Services, WSB and Burns Security International and also, approves funding for the balance of the fiscal year for security services to the San Francisco Housing Authority.

Your approval of this request is appreciated.

RESOLUTION NO. _____
DATE ADOPTED _____

RATIFICATION AND APPROVAL OF FUNDING FOR SECURITY SERVICES IN AN AMOUNT NOT TO EXCEED $3,900,000.00 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1998

WHEREAS, the Commissioners previously approved a contract for security services through December 31, 1997 by Resolution No. 4625, adopted 11/13/97; and

WHEREAS, the Housing Authority wishes to continue utilizing private security services at its facilities through September 30, 1998; and

WHEREAS, the Housing Authority solicited proposals, in full and open competition, to establish a pool of licensed and experienced security guard and patrol companies to provide armed and/or unarmed security services on an as-needed basis; and

WHEREAS, proposals were received from ten qualified and experienced firms in a timely and responsive manner, and all proposals submitted were reviewed and evaluated in accordance with the published criteria; and interviews were conducted and it was determined that all ten respondents can provide the scope of services as outlined in the Request for Proposal package; and

WHEREAS, in accordance with procurement regulations under 24 CFR, part 85.36, the award of contracts should be made on an as-needed basis; and

WHEREAS, the Housing Authority wishes to ratify payments for services rendered by three such qualified security firms: Burns Security, Personal Protective Services and WSB for services rendered from January 1, 1998 through February 28, 1998 in an amount not to exceed $848,248.00 as evidenced by appropriate invoices; and

WHEREAS, the Housing Authority seeks approval to award further contracts with qualified security firms for the period March 1, 1998 to September 30, 1998 in the amount of $3,051,752.00; and

WHEREAS, the cost of the security services contemplated herein shall not exceed $3,900,000.00; and

WHEREAS, the funding for this service is available through FY 1997-1998 Low Income Operating Program, Comp Grant Funds, and the 1996 Drug Elimination Program Grant (DEP);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Commission hereby ratifies and approves payment to the security firms of Burns Security; Personal Protective Services and WSB in an amount not to exceed $848,248.00 for the period January 1, 1998 to February 28, 1998.

2. The Commission hereby authorizes the Executive Director to award contracts to qualified security firms through the remaining fiscal year, September 30, 1998, for an amount not to exceed $3,051,752.00.

APPROVED AS TO FORM:

_____

Acting General Counsel

_____

Date

SAN FRANCISCO HOUSING AUTHORITY

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COMMENDING
THE MEMORY OF
MR. HEN "GEORGE" LEE
IN RECOGNITION OF HIS CONTRIBUTIONS
TOWARD PUBLIC HOUSING AND ITS RESIDENTS

WHEREAS, Mr. Hen "George" Lee resided in San Francisco Housing Authority properties for many years,

WHEREAS, Mr. Lee retired in 1994;

WHEREAS, Mr. Lee worked tirelessly to improve the coordination of services to public housing residents and initiated many innovative programs that have resulted in improved quality of life environments for all residents, and;

WHEREAS, Mr. Lee earned the abiding respect and affection of the Commission and Staff of the Housing Authority for his loyalty and dedication to principles of service; and

WHEREAS, the Commission extends its most sincere condolences to Mr. Lee's family and loved ones on the event of his passing on February 20, 1998.

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO DEEMS IT PROPER AND FITTING THAT IT HEREBY EXTENDS TO MR. HEN "GEORGE" LEE'S FAMILY AND LOVED ONES ITS DEEPEST SYMPATHY ON THE EVENT OF HIS PASSING.

Sululagi Palega
Commission President

Ronnie Davis
Executive Director

Hen "George" Lee

Hen "George" Lee was born October 24, 1913. He attended St. Maryís Elementary and Francisco Jr. High. In 1946, he married Chang Gum Jok and together they raised eight children.

For most of his adult life, George worked two to three jobs a day to support his family and at age 62, when most people consider retirement, made a commitment to improve living conditions in Chinatown. As a result of his untiring dedication many substantial inroads were made in the area of tenants rights. He retired in 1994, after nearly 20 years of service to the community.

Even in George's last moments of life, he remained strong and noble. As he and his wife were en route to the hospital, George had to tell the paramedics that he was an undefeated World War II vet and that while stationed in Japan, he met his bride for life. These last words expressed his tender love and concern for his wife. He was a courageous man up to the end.

George leaves behind his wife of 51 years, Chang Jok Lee; his children and their spouses: Sai Ming Lee (Nellie), John Lee, Ginny Lee, Howard Lee (Lan), Raymond Lee (Evelyn), Silvia Villia (Hondo), Patricia Moland (Chester), Teresa Reed (Brian); and his grandchildren: Silas, Sabrina, Sean, Stephan, Suzette, David, Terese, Kerian, Derek, Eric, Patrice, and Brian, Jr. George will also be mourned by many in-laws in Japan and many relatives in China and California. He will be missed by many neighbors and friends in the community.

李天貴先生

Hen "George" Lee

Oct. 24, 1913—Feb. 20, 1998

一九一三年十月二十四日至一九九八年二月二十日

李天貴先生

李天貴先生在一九一三十月二十四日年出生，就讀聖瑪莉小學及法蘭西斯高中學。在一九四六年和鄭金祝女士結婚，育有**六**名子女。

在李先生就業期間，他每天當上兩、三份工作來照顧家人生活。很多人在六十二歲都會考慮退休，而李先生立意投身改善華埠生活環境。他勃勃不倦的努力，為住客權益開拓了重要的里程。李先生在一九九四年退休，服務社區近二十年。

李先生甚至在人生路上最後的時刻，仍是一貫的堅強可敬。當他和妻子在送院途中，李先生告訴醫護人員他是個從未戰敗的第二次世界大戰退伍軍人，及在日本註守時，邂逅了他畢生的伴侶。這臨終之言表達了他對妻子的深厚的愛意及關懷。李先生到了生命盡頭仍然是個勇者。

李先生留下和他共相廝守五十一年的妻子，李鄭祝；兒世明及媳勞如桂，兒世榮，女珠芳，兒世剛及媳任明蘭，兒世民及媳艾弗蘭，女少芳及婿康度・韋雅，女妙芳及婿歡斯特・慕倫，女祝芳及婿拜仁・維特；內孫：西那斯，莎彬娜，荊山，荊寶，翹姍，大維；外孫：杜麗・韋雅，嘉麗・韋雅，烈德・韋雅，力健・慕倫，慧萍・慕倫，志偉・維特。

李先生在日本的姻親、在中國及加州的親屬、他眾多鄰居及社區內的好友亦同時悼念李先生。

Funeral Service 奠儀

Minister's Remarks & Opening Prayer:
Rev. Norman Fong
(translated by Ms. Angela Chu)

Biography - Rev. Fong

Fond Memories:
Family members
Watson Low,
Ping Yuen Residents Improvement Association
Gordon Chin,
Chinatown CDC
Pam Tau Lee,
Chinese Progressive Assoc.
Kam Lau,
Community Tenants Assoc.

Closing Remarks and prayer
Rev. Fong

☆

The Lee Family would like to thank you for your presence here today and for your many kind expressions of sympathy.

All of you are invited to a fellowship meal at the:
Presbyterian Church
in Chinatown
925 Stockton Street
(between Washington & Clay St.)

牧師致辭及主禱：
方小龍牧師
(朱小玲翻譯)

李公天貴生平事蹟：
方牧師

親友致辭：
家人
劉華燊 - 平園居民聯誼會
翁錫智 - 華協中心
李曹玉娟 - 華人進步會
劉金鰲 - 社區住客聯會

禮成致辭及祈禱：
方牧師

☆

李先生家人衷心感謝
閣下親臨執紼
及親切慰問。

謹請各位出席
今天下午四時的素餐：
華埠長老會
市德頓街 925 號
（企李街夾華盛頓街）

FRIEND OF MINE

I see my friend, you need a friend,
To care for you and be there for you
Till you're on your feet again.

To be your friend, through thick and thin,
To understand, lend a helping hand,
That's the least that I can do for you.

• • Now anytime you've got a problem,
I'll be there to help you solve'em
You know, oh,
When you've got a friend by your side
You're not alone.
And you know that when you're feeling broken hearted,
I'll be there to get started again, my friend.
You know I care, so I'll be there,
Now until the end of time.
'Cause you're a friend, friend of mine.

朋友

繁星流動，和你同路。
從不相識開始心接近，
默默以真摯待人。

人生如夢，朋友如霧，
難得知心幾經風暴，
爲着我不退半步，正是你。

遥遥晚空，點點星光，息息相關，
你我那怕荆棘鋪滿路。
替我解開心中的孤單，是誰明白我？

情同兩手，一起開心，一起悲傷，
彼此分擔，總不分我或你。
你爲了我，我爲了你，
共赴患難，絶望裡緊握你手，朋友。

SF
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1/12/98

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HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco met in regular session at 440 Turk Street, San Francisco, California on Thursday, March 12, 1998, at 2:10 p.m.

The meeting was called to order by President Sululagi Palega, Sr.

1. ROLL CALL:

Roll Call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

A quorum was present

ALSO PRESENT:

Dr. Emma McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph M. Hamblin, Legal Counsel

ABSENT: *Paula Kitses, Vice-President (Excused)*

2. APPROVAL OF AGENDA:

Commissioner Ford moved to approve the agenda and Commissioner Fong seconded the motion.

3. APPROVAL OF MINUTES:

March 12, 1998

With the noted correction of the vote on Resolution 4644 adopted February 26, 1998, shown below, Commissioner Fong moved to approve the minutes and Commissioner Moret seconded the motion.

AYES:	Paula Kitses, Vice-President Lee Alford, Commissioner Richard Ford, Commissioner Rev. Norman Fong, Commissioner Marisa Moret, Commissioner
NAYS:	Shirley Byrd, Commissioner

The correction is that Commissioner Palega did not vote.

4. GENERAL COMMUNICATIONS:

None

5. REPORT OF SECRETARY:

Mr. Davis, Commission President Palega along with Commissioner's Fong and Alford reported on the success of the Hayes Valley ribbon cutting ceremony. They reported that Mayor Brown was excited to give the first ten returning residents their keys. The Hayes Valley opening was a complete success for both the City and County of San Francisco as well as the residents that were returning.

6. COMMITTEE REPORT:

Commissioner Fong announced that there would be a Diversity Sub-committee meeting held on March 31, at 440 Turk, time to be determined.

During the Executive Session a settlement agreement of Lynch v San Francisco Housing Authority was discussed. The motion was made by Commissioner Fong to approve the settlement agreement and Commissioner Byrd seconded the motion. **UNANIMOUSLY APPROVED**

7. REPORT OF COUNSEL:

Mr. Hamblin gave his report during the Executive Session.

8. TENANT REPRESENTATIVE REPORT:

There was no tenant report, however, Commissioner Palega congradulated Mr. Clarence Brown as the new President of the City Wide Council.

9. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: ***The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.***

Jeri Maxwell spoke in favor of Resolution G regarding Valencia Gardens Housing Development.

Shirley Dorton of Sunnydale spoke against Resolution H. She felt that the residents need to be completely inform on the workings of the ticketing system before the Board should adopt the resolution.

Joseph Thomas of 25 Sanchez, spoke in favor of Resolution H being approved.

Clarence Brown recommended approving Resolution H.

10. UNFINISHED BUSINESS:

None

11. NEW BUSINESS

A. **RESOLUTION No.** 4652
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001VO0031 IN THE AMOUNT OF $2,111,405.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001VO0031; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt — March 12, 1998
Legal Counsel — Date

Attachments and exhibits are on file in the formal minutes

(B) **RESOLUTION No. 4653**
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0041 IN THE AMOUNT OF $201,564.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0041; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt — March 12, 1998
Legal Counsel — Date

Attachments and exhibits are on file in the formal minutes

(C) **RESOLUTION No.** 4654
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0043 IN THE AMOUNT OF $5,342,090.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0043; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed

counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt — March 12, 1998
Legal Counsel — Date

Attachments and exhibits are on file in the formal minutes

(D) **RESOLUTION No. 4655**
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0044 IN THE AMOUNT OF $10,658,256.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0044; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt
Legal Counsel

March 12, 1998
Date

Attachments and exhibits are on file in the formal minutes

(E) **RESOLUTION No. 4656**
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ADD FUNDING INCREMENT CA001CE0045 IN THE AMOUNT OF $4,580,008.00 TO SECTION 8 ANNUAL CONTRIBUTIONS CONTRACT ("ACC") No. SF-618 AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001CE0045; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Section 8 Program are hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt
Legal Counsel

March 4, 1998
Date

Attachments and exhibits are on file in the formal minutes

Discussion: Resolutions (A) through (E) were group together because they all pertained to the same subject matter.

Commissioner Fong made a motion to approve the group of resolutions and Commissioner Alford second the motion. **UNANIMOUSLY APPROVED**

(F) **RESOLUTION No.** 4657
DATE ADOPTED: 3/12/98

RESOLUTION APPROVING AN AMENDMENT TO ANNUAL CONTRIBUTIONS CONTRACT CA001P TO ADD PROJECT NO. CAPF0059401 IN THE AMOUNT OF $4,465,227.00 FOR THE ADMINISTRATION OF HAP FOR THE CECIL WILLIAMS GLIDE MEMORIAL COMMUNITY HOUSE APARTMENTS UNDER THE HUD COMMUNITY INVESTMENT DEMONSTRATION PROGRAM AND AUTHORIZING EXECUTION

WHEREAS, The Housing Authority of the City and County of San Francisco entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, it is deemed advisable by the Housing Authority of the City and County of San Francisco and the Government to amend the Section 8 Annual Contributions Contract No. SF-618 to include funding for increment CA001P; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The attached SUPERSEDING Section 8 Annual Contributions Contract and funding Exhibit for the Cecil Williams Glide Memorial Community House Apartments under HUD's Community Investment Demonstration Program is hereby approved and accepted. The Housing Authority is hereby authorized and directed to execute the counterparts of the ACC, and the Executive Director is hereby authorized to impress and attest the official seal of the Housing Authority of the City and County of San Francisco on each such counterpart and to forward such executed counterparts, or any of them, to the Government together with such other documents evidencing the approval and authorizing the execution thereof as may be required by the Government.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Sterrett Brandt
Sterrett Brandt

March 4, 1998
Date

Legal Counsel

Attachments and exhibits are on file in the formal minutes

Discussion

Commissioner Fong made a motion to approve the resolution and Commissioner Ford seconded the motion. **UNANIMOUSLY APPROVED**

(G) **RESOLUTION NO.** 4658
DATE ADDOPTED: 3/12/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE $23,230,641.00 HOPE VI IMPLEMENTATION GRANT FOR THE VALENCIA GARDENS HOUSING DEVELOPMENT

WHEREAS, the U.S. Secretary of Housing and Urban Development invited the San Francisco Housing Authority (SFHA) to apply for the Fiscal Year 1997 HOPE VI Implementation Grant funds to redevelop severely distressed public housing that combines low-income housing with viable, competitive and marketable housing and leverage funding through partnerships with residents and private entities; and

WHEREAS, the SFHA identified Valencia Gardens as a site which qualifies for HOPE VI Implementation Grant Application; and

WHEREAS, in July 1997, the SFHA submitted an application for a $23,230,641 HOPE VI Implementation Grant for Valencia Gardens; and

WHEREAS, on October 6, 1997 HUD sent a letter approving the grant application for $23,230,641 and on October 30, 1997 the SFHA received a letter from the HUD Office of Public Housing Investments asking that SFHA execute a Grant Agreement between the SFHA and HUD; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute the Grant Agreement with the United States Department of Housing and Urban Development for the $23,230,641.00 HOPE VI Implementation Grant for the Valencia Gardens Housing Development.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

s/ Sterrett Brandt — March 12, 1998
Legal Counsel — Date

Discussion

Commissioner Byrd made a motion to approve and Commissioner Fong seconded the motion.
UNANIMOUSLY APPROVED

(H) **RESOLUTION NO.** *TABLED -* 3/12/98
DATE ADOPTED:

RESOLUTION TO ADOPT AND IMPLEMENT PROCEDURES TO ENSURE LEASE ENFORCEMENT IN ALL SAN FRANCISCO HOUSING AUTHORITY DEVELOPMENTS THROUGH A SYSTEM OF TICKETING TENANTS FOR NON THREATENING LEASE VIOLATIONS, WHICH SAID TICKETING SYSTEM SHALL LEAD TO POSSIBLE EVICTION OF PUBLIC HOUSING TENANTS.

WHEREAS, the San Francisco Housing Authority (SFHA) administers its conventional housing program through the Admissions and Continued Occupancy Policy (ACOP), which was adopted in November of 1997, and

WHEREAS, the SFHA has determined the need to enforce each of the lease provisions adopted under the ACOP; and

WHEREAS, the SFHA has created a ticketing system which will provide a system to track lease violations, standardize behaviors and actions which are considered to be violations of the lease, and provide notice to tenants who violate the lease and create an opportunity to come into compliance with the lease; and

WHEREAS, the ticketing system is fully outlined in the attached "Addendum to the ACOP"; and

WHEREAS, the SFHA has obtained tenant input on the ticketing process; and

WHEREAS, the SFHA has given written notice to the tenants that this program is being put in place, and made considerable effort to ensure the tenant receives said notice in his or her language of choice and the SFHA has and is continuing to undertake significant tenant outreach to ensure each and every tenant knows of and understands the implications of this ticketing system; and

WHEREAS, the SFHA staff who are responsible for implementing this ticketing system have been fully trained in the system; and

WHEREAS, implementation of this program is one of the requirements of the PHMAP program, and tracking and acting on lease violations will improve SFHA's standing with HUD, and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority adopts the attached "Addendum to the Admissions and Continued Occupancy Policy".

2. The San Francisco Housing Authority shall begin issuing tickets to tenants of the properties by March 30, 1998. Said tickets may be the basis for evictions, when appropriate.

3. This resolution shall become effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/ Joseph M. Hamblin — March 13, 1998

Joseph M. Hamblin — Date
Acting Deputy General Counsel

Discussion

Commissioner Byrd made a motion to table the resolution and Commissioner Moret seconded the motion.

(I) **RESOLUTION NO.** 4659
DATE ADOPTED: 3/12/98

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS TO EXECUTE A THREE-YEAR RENTAL AGREEMENT (WITH OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS) WITH GENTIUM REALTY INVESTMENTS, INC. NAME HERE TO PROVIDE SUPPLEMENTAL OFFICE SPACE TO HOUSE SAN FRANCISCO HOUSING AUTHORITY OPERATIONS IN AN AMOUNT NOT TO EXCEED $550,000

WHEREAS, the San Francisco Housing Authority (the Authority) headquarters located at 440 Turk Street lacks sufficient space to house each and every department; and

WHEREAS, the San Francisco Housing Authority desires to maximize efficient operations by relocating to and / or retaining key management and professional services at 440 Turk; and

WHEREAS, the Authority and its departments have discussed the ramifications of relocation with those departments to be impacted; and

WHEREAS, the Authority wishes to enter into negotiations to execute a Rental Agreement with Gentium Realty Investments, Inc. for that certain office space located at 1237 Van Ness Avenue, and

NOW, THEREFORE:

1. The Executive Director is authorized to enter into negotiations to sign a three year rental agreement (with option to renew for an additional two years) between the San Francisco Housing Authority and Gentium Realty Investments, Inc. for 6,000 square feet of supplemental office space located at 1237 Van Ness Avenue in an amount not to exceed $550,000.00, subject to any necessary HUD approvals.

2. The resolution shall be effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Mr. Patrick O'Donahue — March 5, 1998
Mr. Patrick O'Donahue — Date
Legal Counsel

Discussion

Commissioner Moret made a motion to approve the resolution and Commissioner Ford seconded the motion. **UNANIMOUSLY APPROVED**

(J) **RESOLUTION NO.** 4660
DATE ADOPTED: 3/12/98

RATIFICATION, CONFIRMATION AND APPROVAL OF THE EXECUTIVE DIRECTOR'S DECISION TO EXPAND THE SCOPE OF SERVICES SET FORTH IN CONTRACT NO. 97062 DATED OCTOBER 23, 1997 BY AND BETWEEN ZIRL SMITH & ASSOCIATES AND THE SAN FRANCISCO HOUSING AUTHORITY ("THE AUTHORITY"), AS AMENDED ON NOVEMBER 27, 1997, TO PROVIDE TRAINING TO SEVERAL DEPARTMENTS OF THE AUTHORITY.

WHEREAS, the San Francisco Housing Authority (the Authority) has engaged the professional services of Zirl Smith & Associates for, and

WHEREAS, the San Francisco Housing Authority desires to maximize benefits derived from Zirl Smith & Associates' efforts in connection with its scope of work ("scope") as set forth in Contract No. 97062 dated October 23, 1997, and

WHEREAS, the Executive Director elected to amend the scope to include desk location training in the areas of supervision, administration, program management and operations, as required, and

WHEREAS, the fees in connection with this contract amendment shall not exceed forty thousand dollars ($40,000.00), as to be evidenced in appropriate invoices.

NOW, THEREFORE:

RATIFICATION, CONFIRMATION AND APPROVAL OF THE BOARD OF COMMISSIONERS DECISION TO EXPAND THE SCOPE OF SERVICES SET FORTH IN CONTRACT NO. 97062 DATED OCTOBER 23, 1997 BY AND BETWEEN ZIRL SMITH & ASSOCIATES AND THE SAN FRANCISCO HOUSING AUTHORITY ("THE AUTHORITY"), AS AMENDED ON NOVEMBER 27, 1997, TO PROVIDE TRAINING TO SEVERAL DEPARTMENTS OF THE AUTHORITY.

1. The Commission ratifies, confirms and approves of the Executive Director's decision to expand the scope of services set forth in Contract No. 97062 dated October 23, 1997 by and between Zirl Smith & Associates and the San Francisco Housing Authority, as amended on November 27, 1997, to provide training to several departments of the Authority.

2. The resolution shall be effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Mr. Patrick O'Donahue
Mr. Patrick O'Donahue
Legal Counsel

March 5, 1998
Date

Discussion

Commissioner Ford made a motion to approve the resolution and Commissioner Alford seconded the motion. **UNANIMOUSLY APPROVED**

(K) **RESOLUTION NO. 4661**
DATE ADOPTED 3/12/98

RATIFICATION AND APPROVAL OF FUNDING FOR SECURITY SERVICES IN AN AMOUNT NOT TO EXCEED $3,900,000.00 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1998

WHEREAS, the Commissioners previously approved a contract for security services through December 31, 1997 by Resolution No. 4625, adopted 11/13/97; and

WHEREAS, the Housing Authority wishes to continue utilizing private security services at its facilities through September 30, 1998; and

WHEREAS, the Housing Authority solicited proposals, in full and open competition, to establish a pool of licensed and experienced security guard and patrol companies to provide armed and/or unarmed security services on an as-needed basis; and

WHEREAS, proposals were received from ten qualified and experienced firms in a timely and responsive manner, and all proposals submitted were reviewed and evaluated in accordance with the published criteria; and interviews were conducted and it was determined that all ten respondents can provide the scope of services as outlined in the Request for Proposal package; and

WHEREAS, in accordance with procurement regulations under 24 CFR, part 85.36, the award of contracts should be made on an as-needed basis; and

WHEREAS, the Housing Authority wishes to ratify payments for services rendered by three such qualified security firms: Burns Security, Personal Protective Services and WSB for services rendered from January 1, 1998 through February 28, 1998 in an amount not to exceed $848,248.00 as evidenced by appropriate invoices; and

WHEREAS, the Housing Authority seeks approval to award further contracts with qualified security firms for the period March 1, 1998 to September 30, 1998 in the amount of $3,051,752.00; and

WHEREAS, the cost of the security services contemplated herein shall not exceed $3,900,000.00; and

WHEREAS, the funding for this service is available through FY 1997-1998 Low Income Operating Program, Comp Grant Funds, and the 1996 Drug Elimination Program Grant (DEP);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Commission hereby ratifies and approves payment to the security firms of Burns Security; Personal Protective Services and WSB in an amount not to exceed $848,248.00 for the period January 1, 1998 to February 28, 1998.

2. The Commission hereby authorizes the Executive Director to award contracts to qualified security firms through the remaining fiscal year, September 30, 1998, for an amount not to exceed $3,051,752.00.

APPROVED AS TO FORM:

s/Patrick Y Donahue — March 17, 1998
Acting General Counsel — Date

Discussion

Commissioner Fong made a motion to approve the resolution and Commissioner Moret seconded the motion. **UNANIMOUSLY APPROVED**

12. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Prior to breaking for the Executive Session, Commissioner Palega opened the Public Comments on non-agenda items. Speakers spoke on various topics. Speakers on the non-agenda items were as follows:

Juanita Tretman of Sunnydale

Amelia G. Barnes requesting to schedule a meeting with Mr. Davis regarding Section 8.

Jeri Maxwell, Valencia Gardens regarding getting the minutes translated by an outside source, not her Asian employment.

Rosemarie Loober, speaking on getting a Section 8 settlement due to her being evicted.

13. EXECUTIVE SESSION

A closed session conference with Legal Counsel was held to discuss and take action upon personnel issues Pursuant to Government Code Section 54957 *et seq.* The discussion was pertaining to a settlement agreement on the case of Lynch v San Francisco Housing Authority.

Commissioner Ford moved to break for the Executive Session and Commissioner Fong seconded the motion at 4:50 p.m.

14. RECONVENED

The regular meeting resumed at 5:47 p.m. with Commissioner Ford making a motion to accept the settlement agreement in the case of Lynch v San Francisco Housing Authority. Commissioner Fong seconded the motion.

15. ADJOURNMENT

Commissioner Moret made a motioned to adjourn at 5:50 p.m. and Commissioner Ford seconded the motion.

There being no further business to come before the Commission, the meeting of March 12, 1998, adjourned at 5:51p.m. by consensus.

Ronnie Davis Executive Director	Sululagi Palega Commission President

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3/26/98
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Special
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SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, MARCH 26, 1998 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE and AGENDA
March 26, 1998

1st Posted 3/24/98 8~
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1. **ROLL CALL:**

   PRESENT *Sululagi Palega, Sr., President*
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Richard Ford, Commissioner
   Marisa Moret, Commissioner

2. **APPROVAL OF AGENDA:**

3. **APPROVAL OF MINUTES**

   March 12, 1998

4. **GENERAL COMMUNICATIONS:**

5. **REPORT OF SECRETARY:**

6. **COMMITTEE REPORT:**

7. **REPORT OF COUNSEL:**

8. **TENANT REPRESENTATIVE REPORT:**

9. PUBLIC COMMENTS ON AGENDA ITEMS LIMITED TO 15 MINUTES

NOTE: *The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.*

11. UNFINISHED BUSINESS:

Tabled from the March 12 meeting:

(H) Resolution To Adopt And Implement Procedures To Ensure Lease Enforcement In All San Francisco Housing Authority Developments Through A System Of Ticketing Tenants For Non Threatening Lease Violations, Which Said Ticketing System Shall Lead To Possible Eviction Of Public Housing Tenants.

12. NEW BUSINESS:

(A) Resolution Authorizing The Advertising Of The Availability Of 30 Units Under The Project Based Certificate Program In An Amount Not To Exceed $35,000.00

(B) Resolution Authorizing The Executive Director To Enter Into A Contract With The Firm Of NBA Engineering Inc., To Provide Electrical Engineering Services, On An "As-Needed" Basis, In An Amount Not-To-Exceed $200,000.00

13. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

14. EXECUTIVE SESSION

Closed session Conference with Legal Counsel to discuss and take action upon personnel issues per Government Code Section 54957 *et seq.*

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

Ann Davis

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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A SPECIAL TRAINING/MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION, WILL BE HELD ON THURSDAY, MARCH 26, 1998 AT THE CLOSE OF THE REGULAR SESSION AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94124

NOTICE AND AGENDA

Special Meeting Held:
March 15, 1998

440 Turk
San Francisco, CA 94124

1. **ROLL CALL**

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret Commissioner

2. **PUBLIC COMMENT:** Limited to 15 Minutes

3. The Commissioners will receive audio visual training entitled Basic Skills for a Commission given with the aid of the Executive Monitor, Executive Director and Legal Counsel regarding the following:

- Role, duties, and responsibilities of Commissioners
- Relationship between Commission and Executive Director
- Role of Commission with respect to the general public;
- Role of Commission in conduct of Regular Meetings; and
- Role of Commission in relationship to residents of public housing

Ann Davis
Acting Commission Secretary

Mar. 24, 98
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: **March 19, 1998**

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, Secretary/Executive Director

SUBJECT: **RESOLUTION RATIFYING THE ACTS OF THE EXECUTIVE DIRECTOR AND AUTHORIZING THE ADVERTISING OF THE AVAILABILITY OF 30 UNITS UNDER THE PROJECT BASED CERTIFICATE PROGRAM IN AN AMOUNT NOT TO EXCEED $35,000.00**

The resolution requests authorization to advertise the availability of 30 units under the Project Based Certificate Program and to spend an amount not to exceed $35,000 to pay for such advertisements inviting owners to submit proposals for rehabilitation or new construction projects. Our primary goal is to utilize the Project Based Certificate Program in conjunction with the HOPE VI program to minimize the loss of units for returning displaced public housing residents. However, other units will be considered. HUD has already authorized the use of 15% or 341 certificates for the Project Based Program and we currently have 130 units under contract. The cost of the above expenditure will be paid out of Section 8 reserves.

As advertising began the weekend of March 22, 1998, we request ratification of said expenditure.

I urge your approval.

Prepared by Lawrence Andrews, (554-1220)

RESOLUTION No. 4663
DATE ADOPTED: 3/26/98

RESOLUTION RATIFYING THE ACTS OF THE EXECUTIVE DIRECTOR AND AUTHORIZING THE ADVERTISING OF THE AVAILABILITY OF 30 UNITS UNDER THE PROJECT BASED CERTIFICATE PROGRAM IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the Housing Authority desires to subsidize 30 units under the Project Based Certificate Program; and

WHEREAS, The Housing Authority of the City and County of San Francisco desires to accept proposals from owners for funding under the Section 8 Project Based Certificate Program; and

WHEREAS, the Section 8 Project Based Certificate Program requires publication of the advertisement once a week for three consecutive weeks in a newspaper of general circulation and Spanish, Russian, Chinese and Vietnamese newspaper publications ; and

WHEREAS, the cost of publishing the advertisements one time a week for three weeks and translation services for foreign language advertisements is estimated not to exceed $35,000.006; and

WHEREAS, said amount will be paid out of the Section 8 reserves; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The acts of the Executive Director are hereby ratified and the Executive Director is hereby authorized to purchase advertising and translation services in an amount not to exceed $35,000.00.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin
Deputy General Counsel

3-19-98
Date

Prepared by Lawrence Andrews, 554-1220

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: **March 19, 1998**

TO: **SAN FRANCISCO HOUSING COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: **RONNIE DAVIS, Secretary/Executive Director**

SUBJECT: **RESOLUTION AUTHORIZING THE ADVERTISING OF THE AVAILABILITY OF 30 UNITS UNDER THE PROJECT BASED CERTIFICATE PROGRAM IN AN AMOUNT NOT TO EXCEED $35,000.00**

The resolution requests authorization to advertise the availability of 30 units under the Project Based Certificate Program and to spend an amount not to exceed $35,000 to pay for such advertisements inviting owners to submit proposals for rehabilitation or new construction projects. Our primary goal is to utilize the Project Based Certificate Program in conjunction with the HOPE VI program to minimize the loss of units for returning displaced public housing residents However, other units will be considered. HUD has already authorized the use of 15 %, or 341, certificates for the Project Base Program and we currently have 130 units under contract. The cost of the above expenditures will be paid out of Section 8 reserves.

I urge your approval.

Prepared by Lawrence Andrews, 554-1220

RESOLUTION No. _____
DATE ADOPTED:_____

RESOLUTION AUTHORIZING THE ADVERTISING OF THE AVAILABILITY OF 30 UNITS UNDER THE PROJECT BASED CERTIFICATE PROGRAM IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the Housing Authority desires to subsidize 30 units under the Project Based Certificate Program; and

WHEREAS, The Housing Authority of the City and County of San Francisco desires to accept proposals from owners for funding under the Section 8 Project Based Certificate Program; and

WHEREAS, the Section 8 Project Based Certificate Program requires publication of the advertisement once a week for three consecutive weeks in a newspaper of general circulation and Spanish, Russian, Chinese and Vietnamese newspaper publications ; and

WHEREAS, the cost of publishing the advertisements one time a week for three weeks and translation services for foreign language advertisements is estimated not to exceed $35,000; and

WHEREAS, said amount will be paid out of the Section 8 reserves; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is hereby authorized to purchase advertising and translation services in an amount not to exceed $35,000.00.

2. This resolution becomes effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donohue
General Counsel

032098
Date

Prepared by Lawrence Andrews, 554-1220

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/ Executive Director

DATE: March 18, 1998

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH THE FIRM OF NBA ENGINEERING INC., TO PROVIDE ELECTRICAL ENGINEERING SERVICES, ON AN "AS-NEEDED" BASIS, IN AN AMOUNT NOT-TO-EXCEED $200,000.00.**

This Resolution will authorize the Executive Director to enter into a Contract with NBA Engineering, Inc., to provide electrical engineering analysis and design at various Housing Authority sites. NBA Engineering, Inc., has demonstrated more than adequate competency in its past performance and its recent interview.

This contract with NBA Engineering Inc. is not to exceed the amount of $200,000.

On January 21, 1998, the Authority solicited Request for Qualifications (RFQ) from electrical engineering firms and NBA Engineering, Inc., was selected as the most qualified firm for electrical engineering analysis and design services, at various Housing Authority sites. In addition, NBA Engineering, Inc., is both a minority and a woman owned business enterprise.

As this work is needed to upgrade the electrical service at the Local Authority's Developments in the City and County of San Francisco, I recommend adoption of this Resolution.

RD:BTS:RB/li

(Materials Prepared by: Rahman Batin and Barbara T. Smith - Housing Development)

RESOLUTION NO. 4664
DATE ADOPTED: 3/26/98

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH THE FIRM OF NBA ENGINEERING, INC., TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR FAMILY SWEEP AND OTHER MODERNIZATION WORK IN AN AMOUNT NOT TO EXCEED $200,000.00.

WHEREAS, the San Francisco Housing Authority [SFHA] solicited Statements of Qualifications from experienced Electrical Engineering firms on, January 21, 1998, for the purpose of providing Electrical Engineering Analysis and Design services at the Local Authority's Developments in the City and County of San Francisco. Work by the Electrical Engineering Consultant will be assigned on an "as-needed" basis; and

WHEREAS, Statements of Qualifications were received and reviewed, and three firms selected on the basis of qualifications; and

WHEREAS, a firm was selected after an interview process on, March 17, 1998, and a contract is to be signed with NBA Engineering, Inc., for an amount not to exceed $200,000.00; and

WHEREAS, additional electrical engineering services are needed to complete other ongoing work at several sites; and

WHEREAS, funding is available through the Comprehensive Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCSICO THAT:

1. The Executive Director is authorized to execute a contract with the electrical engineering firm of NBA Engineering, Inc., *for the services described above in an amount not to exceed $200,000.00*

2. This resolution shall take effect, immediately.

APPROVED AS TO FORM AND LEGALITY:

Patrick O'Donahue

Patrick O'Donahue
Asst. General Counsel

03 20 98

Date

AGREEMENT TO PROVIDE ELECTRICAL ENGINEERING CONSULTING SERVICES FOR THE SAN FRANCISCO HOUSING AUTHORITY

CONTRACT NO. 98022

Agreement made and entered into this First Day of April, 1998 by and between the San Francisco Housing Authority (the "Local Authority") and NBA Engineering, Inc. (the "Consultant") to provide Electrical Engineering Analysis and Design Services by written task assignment on an as needed basis at the Local Authority's Developments in the City of San Francisco, California.

This Agreement shall expire on March 31, 2000, unless otherwise modified in writing prior to such termination.

W I T N E S S E T H

WHEREAS, the Local Authority wishes to retain the Consultant and the Consultant wishes to provide Electrical Engineering Consulting Services at the Local Authority's developments, and

WHEREAS, the Consultant has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Local Authority and the Consultant agree as follows:

1. **Project Description:**

   This Project may involve any/or all of the Local Authority's developments within the City of San Francisco, California where Electrical Engineering Consulting Services are needed.

2. **Scope of Services:**

   The Local Authority shall issue to the Consultant written task assignments on an as needed basis. The Consultant shall not proceed with any services not expressly directed or approved by the Local Authority. Task assignments may include the following:

   A) Investigation, evaluation, analysis and reports in writing;

   B) Development of recommendations and cost estimates to provide corrective actions to any problems encountered in the investigation phase;

   C) Preparation of comprehensive construction documents for public bidding with an estimated total construction cost;

   D) Assist with clarifications during the bid processing, contract award and pre-construction phases. Assist in the evaluation of bids received;

E) Attend meetings as required;

F) Assist the Local Authority's staff during the construction phase by providing construction administration support services such as clarifications, reviewing proposed contract changes, performing periodic site inspections, and conducting a final survey to determine if the work performed was in accordance with the project specifications.

3. Incorporation:

All requirements of the Request for Qualifications and the representations made in the Consultant's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. Schedule of Performance:

Each task assignment shall contain a start and completion date as agreed-upon by the Local Authority and the Consultant.

5. Compensation:

Each task assignment shall contain an estimate of hours necessary to perform the assignment or may include a not-to-exceed amount, as is applicable or practicable for the Local Authority.

A. The Consultant shall be compensated on an hourly basis at the following rates:

Principal	$62.00
Project Manager	$56.20
Senior Engineer	$52.00
Inspector	$42.00
Drafter/CAD Operator	$36.70
Word Processor/Typist	$23.30
Specification Writer	$50.00
Estimator	$50.00

Overhead 40% times above rates

Total (Direct Labor + Overhead) times 10% Profit

B. Reimbursables. The Local Authority will pay the Consultant for the Reimbursable Expenses listed below up to a maximum amount of $5,000.00. The Reimbursable Expenses are included in the total Agreement amount.

(1) Travel costs incurred in the normal course of Agreement performance as agreed to by the Local Authority's Contract Monitor for the work.

(2) Long distance telephone calls and long distance telefax costs.

(3) Courier services and overnight delivery costs.

(4) Reproduction and postage costs of required Agreement documents.

C. Compensation shall be paid to the Consultant upon receipt and approval by the Local Authority of an invoice setting forth work actually completed. Total payment under this Agreement shall not exceed Two Hundred Thousand Dollars and No Cents ($200,000.00).

6. Invoices and Payments:

The Consultant will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Local Authority. Payment to the Consultant will normally be made within 30 days upon receipt of invoice and verification by the Local Authority of services rendered and expenses incurred. The Local Authority may withhold payment to the Consultant pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required the terms of this Agreement.

7. Invoices Shall be Transmitted to:

SAN FRANCISCO HOUSING AUTHORITY
Post Office Box 423630
San Francisco, CA 94124-3640

Attention: Finance Department

Payment of approved amounts shall be transmitted to:

NBA Engineering, Inc.
246 First Street, Suite 406
San Francisco, CA 94124

Notices that may be issued by the parties shall be transmitted to the above address.

8. Independent Consultant:

In the performance of the services hereunder, the Consultant shall be an independent Consultant and not an employee of the Local Authority. The employees furnished by the Consultant to perform the work shall be deemed to be the Consultant's employees exclusively and said employees shall be paid by the Consultant for all services. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Consultant shall not have authority to act on behalf of the Local Authority in any capacity whatsoever nor to bind the Local Authority to any obligation whatsoever.

9. Indemnification:

To the fullest extent permitted by law, the Consultant shall assume the defense of, indemnify and save harmless the Local Authority and its officers and employees (collectively "Indemnitees") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its subconsultants) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Consultant which does not involve any negligence or other breach of obligation on the part of the Consultant or its subconsultants, then, provided the Consultant is in compliance with its insurance obligations under Section 11. below, such obligation shall be limited to the extent to which it is covered by the Consultant's insurance and that of its subconsultants, in no event, however, shall the Consultant's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Consultant or its subconsultants.
The Consultant assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

The Local Authority shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Consultant for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Consultant. Therefore, the Consultant shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.

The Consultant's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Consultant's negligence or other breach of duty.

10. Termination:

The Local Authority may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Consultant or circumstances beyond the control of Consultant. In the event the Local Authority terminates this Agreement for convenience, the Consultant, within ten (10) days of receiving such notice, shall submit an invoice to the Local Authority in an amount which represents the compensation for services actually performed to the date of termination and for which the Consultant has not been previously compensated. Upon payment of the sum found due, the Local Authority shall be under no further obligation to the Consultant financial or otherwise.

11. Insurance:

The Consultant shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Local Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Consultant's performance of this Agreement with the Local Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Local Authority.

A. The Consultant will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Consultant has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

(3) Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

(4) Design Professional's Professional Liability Insurance with a limit of not less than **$500,000** each occurrence. If the policy is i "claim-made" form, the Consultant agrees to maintain such insurance for three (3) years following the completion of the construction of the project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three (3) year period, the Consultant may self-insure.

The Consultant and the Local Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Consultant's fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Local Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract Division

(4) Certificates of Insurance, in form and with insurers satisfactory to the Local Authority, evidencing all coverages above, shall be furnished to the Local Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Local Authority, at the following address:

San Francisco Housing Authority
440 Turk Street, 2nd Floor
San Francisco, CA 94102
Attention: Raymond Lorenz, Contract Division

(5) Any coverages which the Consultant proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Local Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Local Authority shall not relieve or decrease the liability of the Consultant hereunder. This Agreement shall terminate immediately, without notice to the Consultant, upon any lapse of required insurance coverage. The Consultant shall be advised that should the Consultant through its negligence fail to meet the professional standards of care and performance of its services that results in additional costs to the Local Authority, it will be the intention of the Local Authority to recoup these costs from the Consultant.

12. Assignment:

The Consultant shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Local Authority. In no event shall the Consultant assign the duties to be performed under this Agreement.

13. Labor Standard Requirements:

The Consultant shall pay applicable wage rates according to the U. S. Department of Labor.

14. Employment Practices:

In the performance of this agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading,

demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. Anti-Kickback:

The Consultant shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Consultant shall report all suspected or reported violations to the Local Authority.

16. Drug-Free Workplace:

The Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on Authority premises. The Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns shall be deemed a material breach of contract.

17. RESIDENT HIRING: To the maximum extent possible, the Consultant agrees to actively recruit, hire and train residents of public housing for position vacancies or other employment opportunities within its organization.

18. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

Section 3 of the Housing and Urban Development Act of 1968 requires the following:

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the housing and Urban Development Act of 1968, as amended,12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD assisted projects covered by section 3, shall, to the greatest extent feasible,be directed to low and very low income persons,particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or other worker's representative of the Consultant commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can

see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions,the qualifications for each and the name and location of the person(s) taking the applications for each of the position; and the anticipated date the work shall begin.

D. The Consultant agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that the Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Agreement is executed and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted Agreements.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e), also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Agreements and subcontracts shall be given to Indian organizations and Indians owned Economic Enterprises. Parties to this Agreement that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

19. Work Hours and Safety Standards Act:

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Consultant hereby declares that it is in compliance with said provisions.

20. Administrative Remedy for Contract Interpretation:

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

21. Interest of Members of the Local Authority or Government Officials:

The Provisions of the Local Authority's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

22. Applicable Law and Venue:

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the City and County of San Francisco.

23. Ordinances:

The Consultant shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

24. Retention and Inspection of Records:

Access shall be given by the Consultant to the Local Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Local Authority has made final payment and all other pending matters are closed.

25. Entire Agreement:

This Agreement constitutes the entire understanding between the Local Authority and the Consultant concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

SAN FRANCISCO HOUSING AUTHORITY	**NBA Engineering, Inc.**
440 Turk Street	**246 First Street, Suite 406**
San Francisco, CA 94102	**San Francisco, CA 94124**
Telephone Number: (415) 554-1296	**Telephone Number: (415) 543-6224**
_____	_____
Title: Executive Director	Title:
_____	_____
Date	Date

APPROVED AS TO FORM:

_____
Legal Department

_____
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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Special
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A SPECIAL TRAINING/MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION, WILL BE HELD ON TUESDAY, MARCH 31, 1998 AT 4:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94124

NOTICE AND AGENDA

Special Meeting Held:
March 31, 1998

440 Turk
San Francisco, CA 94124

1. ROLL CALL

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret Commissioner

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2. PUBLIC COMMENT: Limited to 15 Minutes

3. The Commissioners will receive audio visual training entitled **Basic Skills for a Commission** given with the aid of the Executive Monitor, Executive Director and Legal Counsel regarding the following:

- Role, duties, and responsibilities of Commissioners
- Relationship between Commission and Executive Director
- Role of Commission with respect to the general public;
- Role of Commission in conduct of Regular Meetings; and
- Role of Commission in relationship to residents of public housing

Ann Davis
Acting Commission Secretary

Mar. 27, 1998
Date